

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 2, 2020

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

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

1
RESOLUTION NO. 20-304

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 26, 2020:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 26, 2020; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

2
RESOLUTION NO. 20-305

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0401 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0401:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0401, memo transfers in batch numbers MTAPR0401 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Comprehensive Case Management Employment Program (P2001956)	Job and Family Program	22411601-5348	\$20,000.00
Phoenix Safety	Personal Protective Equipment	10011303-5225	\$15,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2002676	PROSECUTORS	2020 CSEA CONTRACT	10011102 - 5360	\$25,261.47
R2002677	DOMESTIC RELATIONS COURT	2020 CSEA CONTRACT	10011102 - 5360	\$26,863.52
R2002678	SHERIFF'S OFFICE	2020 CSEA CONTRACT	10011102 - 5360	\$45,986.69
R2002680	GOVERNMENT JOBS COM INC	HR RECRUITING SOFTWARE	10011108 - 5320	\$20,817.50
R2002769	COMMISSIONERS	2020 COST ALLOCATION	22411605 - 5380	\$201,961.50
R2002769	COMMISSIONERS	WIO 2020 COST ALLOCATION	22311611 - 5380	\$1,200.00
R2002841	RECREATION UNLIMITED FARM AND FUN INC	QUARANTINE RENTAL SERVICE COVID19	10011303 - 5366	\$5,400.00
R2002848	DIAMEDICAL USA EQUIPMENT LLC	EMS MEDICAL SUPPLIES COVID 19	10011303 - 5266	\$30,000.00
R2002850	COUNTY RISK SHARING AUTHORITY	2020-21 CORSA Program Costs	60111901 - 5370	\$367,320.00
R2002862	STITCHES USA LLC	EMS MEDICAL SUPPLIES COVID 19	10011303 - 5266	\$14,000.00

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

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RESOLUTION NO. 20-306

IN THE MATTER OF GRANTING ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, ATTORNEY AT LAW, REQUESTING ANNEXATION OF 1.062 ACRES OF LAND IN TROY TOWNSHIP TO THE CITY OF DELAWARE:

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

WHEREAS, on March 4, 2020, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, Attorney At Law, agent for the petitioners, requesting annexation of 1.062 acres, more or less, from Troy Township to the City of Delaware; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Troy;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners grants the petition requesting annexation of 1.062 acres, more or less, from Troy Township to the City of Delaware.

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

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RESOLUTION NO. 20-307

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM STB3, LLC:

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

WHEREAS, on the 2nd day of April, 2020, the Board of Commissioners of Delaware County (the "Board") received a request from STB3, LLC (the "Landowner") for support of its application to the State of Ohio for purchase of an agricultural easement on its property located in Kingston Township on Todd Street Road, Sunbury Ohio, Parcel ID 51720001022000 and 51720001024002, with collective acreage of approximately 91.67 acres; and

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy;

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

Section 1. The Board hereby supports the participation of the Landowner in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowner has, as a part of its application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowner and the Department of Agriculture, Office of Farmland Preservation.

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

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RESOLUTION NO. 20-308

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM ROBERT J. SHERMAN, TRUSTEE:

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

WHEREAS, on the 2nd day of April, 2020, the Board of Commissioners of Delaware County (the "Board") received a request from Robert J. Sherman, Trustee (the "Landowner") for support of an application to the State of Ohio for purchase of an agricultural easement on certain property located in Porter Township on Peerless Road, Centerburg Ohio, Parcel ID 51610001033000 and 51610001034000, with collective acreage of approximately 83.731 acres; and

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy;

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

Section 1. The Board hereby supports the participation of the Landowner in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowner has, as a part of the application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowner and the Department of Agriculture, Office of Farmland Preservation.

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

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RESOLUTION NO. 20-309

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, FOR AND ON BEHALF OF THE DELAWARE COUNTY JAIL, AND RECOVERY & PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. FOR RECOVERY & PREVENTION RESOURCES:

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

WHEREAS, the Sheriff and the Sheriff's Office Staff recommend approval of the First Amendment to the Memorandum of Understanding between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Jail, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc. for Recovery & Prevention Resources;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the First Amendment to the Memorandum of Understanding between the Delaware County Board of Commissioners, for and on behalf of the Delaware County Jail, and Recovery & Prevention Resources of Delaware and Morrow Counties, Inc. for Recovery & Prevention Resources:

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
Delaware County Jail and Recovery & Prevention Resources**

This is the First Amendment to the Memorandum of Understanding (hereinafter "MOU") between Recovery & Prevention Resources of Delaware and Morrow Counties, Inc., (hereinafter "RPR") and Delaware County, Ohio (hereinafter the "County").

WHEREAS, the parties previously entered into a MOU effective January 1, 2019, regarding addiction and mental health treatment programs for incarcerated men and women returning to Delaware County upon release.

WHEREAS, the parties desire to so renew the MOU and to amend it in accordance in herewith.

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the MOU shall be renewed for an additional term of one (1) year

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commencing on January 1, 2020 and continuing to December 31, 2020, the MOU shall be amended as follows:

1. Section 2 of the MOU shall be deleted in its entirety and the following language shall be inserted in lieu thereof:
 - 2 Delaware County Jail will pay RPR for the services described herein and the required clinical supervision per Ohio MHAS standards in the annual amount plus a five percent (5%) increase of \$22,750.20, pro-rated and to be paid in monthly installments of \$1,895.83 for the duration of this MOU. The annual budget for the program established by this MOU is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

2. Section 3.1 of the MOU shall be deleted in its entirety and the following language shall be inserted in lieu thereof:

3.1 This MOU shall be effective from January 1, 2020 through December 31, 2020 with four (4) additional one (1) year renewable periods as annually approved by both Parties.

Except for the provisions amended by this document, all other provisions of the MOU shall remain in full force and effect and unchanged.

EXHIBIT A

**Recovery & Prevention Resources of Delaware and Morrow Counties, Inc.
Delaware County Jail Addiction Recovery Treatment & Mental Health Services Program
Budget for the period from January 1, 2020 through December 31, 2020**

	01/01/20 through 12/31/20	
	<u>FTE's</u>	<u>(12 months)</u>
Salaries & Wages		
Therapist Hours	.25 FTE	\$22,750.20
Clinical Director	.5 FTE	<u>**Included in blended rate**</u>
Total		\$22,750.20
Fringe Benefits		**Included in blended rate**
Total Expenses		\$22,750.20

Narrative:

- RPR therapists assigned to this program will provide direct services to program participants and complete necessary documentation per the attached MOU. Estimated time involved: 43.33 hours per month.
- Clinical Director will provide clinical supervision per OhioMHAS Standards and CARF Regulations.
- Fringe benefits include employer's share of payroll taxes, unemployment insurance, worker's compensation premiums, health, dental, vision, life and LTD insurance premiums and pension.

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

**7
RESOLUTION NO. 20-310**

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND FIRST AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER LIFE START, INC.:

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

WHEREAS, Delaware County contracts with child care placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract and first amendment with Life Start, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract and first amendment with Life Start, Inc. for child care placement provider services:

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Child Placement Service	Per diem cost and per diem reimbursement for the following categories
PROVIDER: Life Start, Inc. 1329 Cherry Way Drive, Suite 600 Gahanna, Ohio 43230 This Agreement in effect from: 03/25/2020-06/30/2021	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND LIFE START, INC.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement between Delaware County Department of Job and Family Services (“Agency”) and Life Start, Inc. (“Provider”) (“First Amendment”) is entered into this 2nd day of April, 2020.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of 03/25/20 through 06/30/21 (“Agreement”); and

Whereas, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

Whereas, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

Now Therefore, the Parties agree to amend the Agreement as follows:

Section 1 – Supplemental Terms and Conditions

The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II. This agreement shall have an initial service period of 03/25/20 through 06/30/21.

 By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for one (1) additional year. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

 Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.
- B. Article V.E. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child’s Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H. Notification as required by these sections shall be made to the Agency’s 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I. Provider also agrees to notify the Agency when and if the following safety condition exists: - The child’s medication has changed.
- E. New Article V. AA. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A. There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.

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H. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS
Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature

Date

Printed Name

Title

J. Article XX.A. Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.

K. Article XX.D. In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.

L. Article XX.F. The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

The following terms and conditions shall be added to the Agreement:

Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled

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“Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

- A. Exhibits to Agreement.
 - 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

- B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
 - 1. OPERS Independent Contractor/Worker Acknowledgement.
 - 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

- C. Conflicts. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

- D. Other Terms and Conditions Unchanged. All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

- E. Signatures.
 - 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
 - 2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal’s behalf and is authorized to bind such principal.

- F. Auditor’s Certification. The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

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

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RESOLUTION NO. 20-311**

IN THE MATTER OF APPROVING AN AMENDED AND RESTATED ADMINISTRATION AGREEMENT AMONG THE CONCORD/SCIOTO COMMUNITY AUTHORITY, THE COUNTY OF DELAWARE, OHIO, ARGUS GROWTH CONSULTANTS (AS ADMINISTRATOR), AND THE HUNTINGTON NATIONAL BANK (AS ESCROW AGENT):

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

AMENDED AND RESTATED ADMINISTRATION AGREEMENT
Among
CONCORD/SCIOTO COMMUNITY AUTHORITY,
COUNTY OF DELAWARE, OHIO,
ARGUS GROWTH CONSULTANTS
as Administrator
And
THE HUNTINGTON NATIONAL BANK
as Escrow Agent
Dated
as of
April 2, 2020

AMENDED AND RESTATED ADMINISTRATION AGREEMENT

THIS AMENDED AND RESTATED ADMINISTRATION AGREEMENT (the “Agreement”) is made as of April 2, 2020, by and among the CONCORD/SCIOTO COMMUNITY AUTHORITY (the “Authority”), a body both corporate and politic and performing essential functions of the State of Ohio, duly created and existing under and by virtue of Chapter 349 of the Ohio Revised Code, COUNTY OF DELAWARE, OHIO (the “County”), a county and political subdivision of the State of Ohio, ARGUS GROWTH CONSULTANTS, LTD. (the “Administrator”), with its principal place of business located in

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Columbus, Ohio, and THE HUNTINGTON NATIONAL BANK (the “Escrow Agent”), a national bank organized and existing under and by virtue of the laws of the United States of America and authorized to exercise corporate trust powers in the State of Ohio, with its principal place of business located in Columbus, Ohio.

WITNESSETH:

WHEREAS, pursuant to the Declaration of Covenants and Restrictions for the Authority recorded with the Delaware County Recorder on August 29, 2007, as the same may be amended or supplemented from time to time (collectively, the “Declaration”), the Authority has the legal authority to levy a community development charge of 10.25 mills on certain real property within the District (the “Authorized Charge”), and for purposes of this Agreement, any portion of the Authorized Charge actually received by the Authority constitutes Charge Receipts (the “Charge Receipts”); and

WHEREAS, pursuant to the Declaration and the Amended and Restated Intergovernmental Cooperation Agreement dated as of October 1, 2013 (as amended from time to time, the “IGA”) between the Authority and the County, 2.00 mills of the Authorized Charge is to be provided to the County and 8.25 mills of the Authorized Charge is to be provided to the Authority; and

WHEREAS, the parties acknowledge and agree Authority is unable to levy and collect the Community Development Charge without incurring certain administrative expenses described in the Declaration (the “Administrative Expenses”); and

WHEREAS, Section XI of the IGA states that the Charge Receipts will be used to pay the Authority’s Administrative Expenses; and

WHEREAS, in accordance with the Master Trust Indenture dated as of September 1, 2016 (the “Master Trust Indenture”) between the Authority and the Huntington National Bank, as trustee, (the “Trustee”), as the same may be amended or supplemented from time to time (each a “Supplemental Trust Indenture” and together with the Master Trust Indenture, the “Indenture”), the Authority is required to cause the collection and application of Charge Receipts in accordance with the Indenture; and

WHEREAS, pursuant to Resolution 2016-14, the Authority, the Administrator, and the Escrow Agent entered into the original version of this Agreement dated as of January 1, 2017 (the “Original Administration Agreement”), pursuant to which the Authority determined to (i) appoint the Administrator of the Authority for certain administrative responsibilities necessary to allocate the Charge Receipts, and (ii) establish and maintain with the Escrow Agent an escrow fund (the “Escrow Fund”) to provide a method of allocating Charge Receipts in accordance with the Declaration, the IGA, and the Indenture; and

WHEREAS, the Original Administration Agreement provides, among other things, a formula for the proportionate sharing of Administrative Expenses between the County’s portion of the Charge Receipts and the Authority’s portion of the Charge Receipts prior to disbursement of the Charge Receipts to either the County or the Authority; and

WHEREAS, the County was not a party or signatory to the Original Administration Agreement, and each of the Authority, the Administrator, the Escrow Agent, and the County desire that the County become a party to this Agreement for the purpose of acknowledging the formulae and distribution of Charge Receipts and the payment process set forth in this Agreement; and

WHEREAS, the parties intend that this Agreement amend and restate in its entirety the Original Administration Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties hereto covenant, agree and bind themselves as follows:

Definitions. In addition to those words or terms defined herein, any words or terms used with initial capitalization when the rules of grammar would not otherwise so require shall have the meaning assigned by the Indenture unless the context or use clearly indicates another or different meaning or intent.

Administrator Calculations.

- a) Gross Authority Portion. The Gross Authority Portion of the Charge Receipts shall be equal to 80.49% of the Charge Receipts (being the percentage equal to the ratio of 8.25 divided by 10.25).
- b) Gross County Portion. The Gross County Portion of the Charge Receipts shall be equal to 19.51% of the Charge Receipts (being the percentage equal to the ratio of 2.0 divided by 10.25).
- c) Projected Administrative Expenses (the PAE). The Administrator shall calculate the sum total of (i) the estimated amount of Administrative Expenses (as defined in the Declaration) of the Authority expected to be due within the next six months, less (ii) any funds already on deposit in

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the Administrative Expense Fund. The result of such calculation shall be the “Projected Administrative Expenses” of the Authority for the next six months.

- d) County’s Proportionate Share of PAE. The County’s Proportionate Share of PAE shall be equal to 19.51% of the Projected Administrative Expenses of the Authority.
- e) Authority’s Proportionate Share of PAE. The Authority’s Proportionate Share of PAE shall be the sum total of 80.49% of the Projected Administrative Expenses of the Authority, plus all unreimbursed Advances until such Advances are fully reimbursed.
- f) Subdivision’s Proportionate Share of PAE. Any Subdivision’s Proportionate Share of PAE shall be calculated by multiplying the Authority’s Proportionate Share of PAE by the ratio of the Subdivision Deposit with respect to that Subdivision to the Gross Authority Portion.
- g) County Deposit. The County Deposit shall be equal to the Gross County Portion, less the County’s Proportionate Share of PAE.
- h) Subdivision Deposit. The Administrator shall allocate the Gross Authority Portion among the Subdivisions from which the Charge Receipts were received.

Escrow Fund. There is hereby established with the Escrow Agent, to be maintained in a deposit account (except when invested as hereinafter provided), a trust fund to be designated “Concord/Scioto Community Authority – Charge Receipts Escrow Fund” (the “Escrow Fund”). The Escrow Fund shall be in the custody of the Escrow Agent and, together with the earnings thereon and investments therein, if any, shall be used and applied as provided in this Agreement. Escrow Agent shall only invest the funds on deposit in the Federated Government Obligations Money Market Fund and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then current market rates.

Deposit of Charge Receipts. Upon receipt by the Authority of each semiannual tax settlement from the County representing Charge Receipts, the Authority shall promptly deposit the full amount of Charge Receipts actually received into the Escrow Fund. Upon deposit, the Escrow Agent shall promptly notify the Administrator and the Authority of the amount of the deposit of Charge Receipts into the Escrow Fund.

Post-Settlement Certification. Within thirty (30) days of each semiannual tax settlement between the County and the Authority, the Administrator shall certify a written report to the Escrow Agent (the “Post-Settlement Certification”), which shall include the following information (a) the Gross Authority Portion; (b) the Gross County Portion; (c) the Projected Administrative Expenses (PAE); (d) the County’s Proportionate Share of PAE; (e) the Authority’s Proportionate Share of PAE; (f) the Subdivision’s Proportionate Share of PAE for each Subdivision from which Charge Receipts were received; (g) the County Deposit; (h) the Subdivision Deposit for each Subdivision from which Charge Receipts were received; and (i) any other information reasonably requested by the Escrow Agent to assist with the disbursement of funds on deposit in the Escrow Fund.

Disbursements from Escrow Fund. The Escrow Agent shall disburse the funds on deposit in the Escrow Fund in accordance with this Agreement and only upon written instruction from the Administrator or the Authority, which written instruction may be included in, without limitation, the Post-Settlement Certification. Within fourteen (14) days of receiving the written instruction, the Escrow Agent shall disburse moneys from the Escrow Account in accordance with this Section 6 unless otherwise expressly modified by the written instructions; provided, that no disbursement instruction shall be honored by the Escrow Agent if the amount instructed to be disbursed is in excess of the balance then on account in the Escrow Fund. If any disbursement instruction would cause the amount to be disbursed to exceed the balance then on account in the Escrow Fund, the Escrow Agent shall immediately notify the Authority and the Administrator of the same and the amount of the deficiency between the disbursement instruction and the balance on account in the Escrow Fund.

Unless the written instructions provide otherwise, the Escrow Agent shall make the following disbursements from the Escrow Fund within fourteen (14) days of receiving the Post-Settlement Certification:

- FIRST: to the County, the amount certified by the Administrator as the County Deposit.
- SECOND: to the Trustee for deposit into the Administrative Expense Fund, the amount certified by the Administrator as the County’s Proportionate Share of PAE.
- THIRD: to the Trustee for deposit into the separate Subdivision Charge Accounts within the Revenue Fund under the Indenture, the amounts certified by the Administrator as the Subdivision Deposit with respect to each Subdivision.

After making the disbursements in accordance with this Section 6, the Escrow Agent shall notify the Administrator and the Authority if any balance is remaining in the Escrow Fund.

Administrative Expense Fund. In accordance with Section 4(f) of Resolution 2016-06 of the Authority (the “General Bond Resolution”) and Section 4.05 of the Master Trust Indenture, the Administrative Expense Fund is held in the custody of the Trustee for the purpose of paying Administrative Expenses as they become due and payable.

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The Administrative Expense Fund is not pledged to pay debt service or secure any Obligations of the Authority. The Administrative Expense Fund shall be funded, and disbursements from the Administrative Expense Fund shall be made, in accordance with this Agreement and the Indenture.

Advances for Administrative Expenses. If the funds on deposit in the Administrative Expense Fund are insufficient to satisfy the Administrative Expenses of the Authority as they come due and payable, the Developer, the County, or any other Person may make one or more advances of money to the Authority to the credit of the Administrative Expense Fund to cover any shortfall in the Administrative Expense Fund for the satisfaction of the Administrative Expenses of the Authority (each an "Advance"). For all purposes of this Agreement, the Declaration and the Indenture, any such Advance shall be treated as an Administrative Expense of the Authority payable after any current expenses of the Authority and prior to any debt service on any Obligations of the Authority, and the party making such Advance shall be entitled to full reimbursement by the Authority of the amount of the Advance, plus interest from the date of the Advance at the rate of the Bond Buyer Revenue Bond Index in effect on the date of the Advance plus two and a quarter percent (2.25%) until the date the Advance is fully reimbursed; provided, that any obligation of the Authority pursuant to this Section 8 is strictly limited to funds available in the Administrative Expense Fund under the Indenture after any current expenses of the Authority are satisfied. If the Bond Buyer Revenue Bond Index is unavailable at the time of the Advance, then the Authority and the party making the Advance shall agree upon such other comparable and publicly available index or measurement of long-term revenue bond fixed interest rate.

Duties of Administrator. The Administrator shall perform all the duties described in Article IX of the Master Trust Indenture and in any agreement between the Administrator and the Authority. In accordance with this Agreement, those duties will include the preparation and delivery of the Post-Settlement Certification.

Escrow Agent's Acceptance and Responsibilities. The Escrow Agent accepts the duties and obligations of the Escrow Agent, which shall be determined solely by the express provisions of this Agreement as the same may be amended, from time to time, with the consent of the parties to this Agreement. The Escrow Agent may rely, and shall be protected in acting, upon any notice, consent, certificate or other instrument, agreement or document believed by it to be genuine and to have been signed or presented by the proper person or persons. The Escrow Agent shall not be liable for any action taken or omitted under this Agreement so long as it has acted in good faith and without gross negligence. All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities, and the rights of the undersigned parties, are contained in this Agreement. The Escrow Agent is not required to be familiar with the provisions of any other instrument or agreement and shall not be charged with any responsibility or liability in connection with the observance or non-observance, by any person, of the provisions of any other such instrument or agreement.

The Escrow Agent, upon not less than sixty (60) days' written notice to the Authority, may at any time resign and be discharged from the duties and obligations hereby created.

In the event the Escrow Agent hereunder shall resign or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Escrow Agent may be appointed by the Authority.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made pursuant to the foregoing provisions of this Section 10 within sixty (60) days after written notice of resignation of the Escrow Agent has been given to the Authority, the Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Authority, an instrument in writing accepting such appointment hereunder, and thereupon, such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the Authority, execute, acknowledge and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and monies held by it to its successor. Should any transfer, assignment or instrument in writing from the Authority be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Any corporation or association into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party shall, if satisfactory to the Authority, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

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Amendments. The parties acknowledge and agree that the Original Administration Agreement is properly amended in writing by this Agreement. The Original Administration Agreement is hereby amended and replaced in its entirety and this Agreement shall replace all agreements of the parties contained within the Original Administration Agreement. This Agreement constitutes the entire agreement among the parties with respect to the matters covered herein and supersedes all prior agreements and understandings among the parties. Unless otherwise amended, modified or terminated in accordance herewith, this Agreement shall remain in effect for so long as any Obligations issued pursuant to the Indenture are outstanding. The parties agree to amend this Agreement contemporaneously upon the occurrence of either of the following events: (i) the issuance by the Authority of any Obligations to pay any costs associated with the Sewer Plant and Water Line Extensions, including any expansions thereof; or (ii) an agreement is entered into between the Authority and the County pursuant to Section 12 of the IGA.

Miscellaneous.

- a) If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- b) This Agreement shall inure to the benefit of and shall be binding upon the Authority, the Escrow Agent, and the Administrator, and their respective successors and assigns, all subject to the provisions of this Agreement.
- c) Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Escrow Agent, the Authority, and the Administrator.
- d) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e) The parties agree that all semiannual tax settlements from the County to the Authority shall be paid to the Escrow Agent in accordance with the wire instructions listed below:

Huntington National Bank, as Escrow Agent
Columbus, Ohio
ABA # 044 000 024
HNB TRUST WIRE A/C # 01891662889

Limitation of Liability. Any obligation of the Authority or of the County created by or arising out of this Agreement shall never constitute a general debt of the Authority or of the County, and the liability of the Authority or of the County under this Agreement shall be limited to the interest of each of the Authority and of the County in the Charge Receipts, respectively. In furtherance of the foregoing, and not in limitation thereof, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall pledge the general credit or taxing power of the Authority, the County, or the State of Ohio or any political subdivision, municipality, or other local agency thereof, and nothing herein shall constitute a general obligation, debt or bonded indebtedness of the Authority, the County, the State of Ohio, or any political subdivision thereof.

Notices. It shall be sufficient service or giving of any notice, request, complaint, demand, statement, or other paper if it is mailed addressed as follows: if addressed to the Authority, 470 Olde Worthington Road, Suite 100, Westerville, Ohio 43082, Attention Secretary, with a copy to the Administrator (at the address hereinafter provided); if addressed to the County to 101 N. Sandusky St., Delaware, Ohio 43015, Attention: County Administrator; if addressed to the Administrator to 100 South Third Street, Columbus, Ohio 43215, Attention: J. Caleb Bell; and if addressed to the Escrow Agent, at its designated corporate trust office which is 7 Easton Oval, EA5W63, Columbus, Ohio 43219, Attention Jim Schultz. The Authority, the Administrator and the Escrow Agent may, by notice given under this Section 14, designate any further, different or more specific addresses to which subsequent mailings shall be sent.

Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail, and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

IN WITNESS WHEREOF, the Authority, the County, the Administrator, and the Escrow Agent, have each caused this Agreement to be executed in their respective names and capacities by their duly authorized officers, all as of the day and the year first written above.

CONCORD/SCIOTO COMMUNITY AUTHORITY
By: _____
Name: _____
Title: _____

COUNTY OF DELAWARE, OHIO
By: _____
Name: _____

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Title: _____

ARGUS GROWTH CONSULTANTS, LTD.
as Administrator

By: _____

Name: _____

Title: _____

THE HUNTINGTON NATIONAL BANK,
as Escrow Agent

By: _____

Name: _____

Title: _____

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

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RESOLUTION NO. 20-312

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR'S OFFICE:

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

Supplemental Appropriations

44511441-5375	Creekside Redev Tax/Election and Settlement Services	550.00
44611442-5375	Orange Rd Tax/Election and Settlement Services	200.00
44311437-5375	Slate Ridge Redev Tax/Election and Settlement Services	3,900.00
51911136-5375	BR O'Brien Ditch/Election and Settlement Services	50.00

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

Other business:

RESOLUTION NO. 20-313

IN THE MATTER OF SETTING A NEW DATE, TIME AND PLACE FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DAVIS #240 DRAINAGE IMPROVEMENT PETITION FILED BY BRET DAVIS AND OTHERS:

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

WHEREAS, on February 18, 2020, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Bret Davis and Others to:

1. In Delaware County, Troy Township, within the Davis #240 watershed and generally following, but not limited to the course and termini of the existing improvements.
2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, approved, and conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with section 6131.09 of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Monday, August 17, 2020, at 1:30 P.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Thursday September 3, 2020, at 10:00A.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

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

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RESOLUTION NO. 20-314

IN THE MATTER OF EXTENDING THE TEMPORARY COVID-19 EMERGENCY OPERATIONS PLAN:

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

WHEREAS, on March 19, 2020, this Board adopted Resolution No. 20-288, declaring a state of emergency in Delaware County and approving a temporary COVID-19 emergency operations plan (the "Plan"); and

WHEREAS, pursuant to Section 4 of Resolution No. 20-288, the Plan shall remain in effect through April 5, 2020, but may be extended and/or modified by order of this Board or the County Administrator; and

WHEREAS, subsequent to adoption of Resolution No. 20-288, the Director of the Ohio Department of Health issued a Stay at Home Order that is to remain in effect until 11:59 p.m. on April 6, 2020, and that may be extended; and

WHEREAS, the Plan, as modified by the County Administrator, complies with the Director's Stay at Home Order; and

WHEREAS, the County Administrator recommends extending the Plan for the duration of the Director's Stay at Home Order, as the same may be extended by order of the Director of the Ohio Department of Health;

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

Section 1. The Board hereby extends the Plan, as approved in Resolution No. 20-288 and as modified by the County Administrator, for the duration of the Stay at Home Order issued by the Director of the Ohio Department of Health, as such order may be extended by further order of the Director.

Section 2. The action taken in Section 1 hereof shall remain subject to extension, modification, or cancellation by order of this Board or the County Administrator.

Section 3. This Resolution shall take immediate effect upon adoption.

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

RESOLUTION NO. 20-315

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR MONDAY APRIL 13, 2020 AND MONDAY APRIL 20, 2020:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to cancel the Commissioners' sessions scheduled for Monday April 13, 2020 and Monday April 20, 2020.

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

RESOLUTION NO. 20-316

IN THE MATTER OF SCHEDULING A COMMISSIONERS' SESSION FOR THURSDAY APRIL 9, 2020 AT 9:30AM:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to schedule a Commissioners' Session for Thursday April 9, 2020 at 9:30a.m..

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-Last week the Board requested a budget operating guidelines. Typically the County doesn't see sales tax receipts for two and a half months after they are collected so we will not know what kind of impact that will have until June or early July. The county will be following some guidelines such as a hiring freeze of non-essential personnel and out of state travel.

-A discussion concerning the Community Enhancement Grant occurred with altered timelines.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Meeting attendance by conference calls are occurring.

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Commissioner Lewis

-Called all of the EMS stations yesterday to check in on them. Also relayed our thanks for keeping us all safe and healthy. One station praised Administrator Frommer for engaging the staff and delivering lunch.

Commissioner Benton

-Attended many meetings by conference calls as well.

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RESOLUTION NO. 20-317

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR COLLECTIVE BARGAINING; FOR SECURITY ARRANGEMENTS AND EMERGENCY RESPONSE PROTOCOLS AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

It was moved by Mrs. Lewis, seconded by Mr. Merrell 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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official; for collective bargaining; for security arrangements and emergency response protocols and confidential information related to economic development

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 20-318

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 Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

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There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners