

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 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

10:00 A.M. Hearing For Consideration Of Villas At Maple Creek Drainage Improvement Petition
(Hearing will be opened and immediately continued to a future date)

1
RESOLUTION NO. 20-356

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 16, 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 April 16, 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. 20-357

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0422, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0422 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0422:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0422, memo transfers in batch numbers MTAPR0422, Procurement Card Payments in batch number PCAPR0422 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2002950	US DIGITAL DESIGNS INC	STATION ALERTING SYSTEM	21411306 - 5320	\$92,418.75
R2003009	MS CONSULTANTS INC	36 37 PUMP STATION AND FORCE MAIN PROJECT	66711900 - 5410	\$45,300.00
R2003034	HEALTH DEPARTMENT	TRANSFER HEALTH DEPT CHANGE HEALTH CARE REVENUE	10011303 - 5319	\$15,725.48
R2003045	HR GRAY & ASSOCIATES INC	CONSTRUCTION TESTING AND INSPECTION SERVICES	66211900 - 5301	\$24,900.00
R2003047	CRAUN LIEBING CO INC	REBUILD PARTS FOR GORMAN RUPP T8 PUMP - OECC	66211900 - 5228	\$11,038.80

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

3
RESOLUTION NO. 20-358

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR MONDAY APRIL 27, 2020 AND MONDAY MAY 4, 2020:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to cancel the Commissioners' sessions scheduled for Monday April 27, 2020 and Monday May 4, 2020.

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

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4

RESOLUTION NO. 20-359

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF MARCH 2020:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to accept the Treasurer’s Report for the month of March 2020.

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

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

5

RESOLUTION NO. 20-360

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR 911:

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

Transfer of Appropriation

From	To	
21411306-5452	21411306-5320	93,000.00
911/Software	911/Software Licenses and Computer Services	
21411306-5452	21411306-5260	40,000.00
911/Software	911/Inventoried Tools and Equipment	

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

6

RESOLUTION NO. 20-361

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE 9-1-1 EMERGENCY COMMUNICATIONS DEPARTMENT:

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

WHEREAS, the 9-1-1 Emergency Communications Department is installing a new Computer Aided Dispatch (CAD) system that will allow the automation of dispatching calls for service; and

WHEREAS, the installation will require the acquisition of additional equipment, which is available from Motorola Solutions; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program (the “Program”), and the required equipment is available for purchase through the Program; and

WHEREAS, the Delaware County Emergency Communications Director recommends the acquisition and installation from Motorola Solutions utilizing Program Contract 573077-0;

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

Section 1. The Board hereby authorizes the purchase of equipment from Motorola Solutions in accordance with the terms and conditions of Program Contract 573077-0, which is fully incorporated herein and of which the purchase order shall be made a part.

Section 2. The purchase authorized herein shall also be in accordance with the statements of work, schedule, equipment list, and pricing summary dated March 4, 2020, and the following additional payment terms:

PAYMENT TERMS

The County will make payments to Motorola within thirty (30) days after the date of each invoice. The County will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones:

1. 75% of the Contract Price upon Shipment of Equipment to the customer designated location and
2. 25% of the Contract Price upon Completion of Installation

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for

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installations completed on a site-by-site basis, when applicable.

For Lifecycle Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

One MCC 7500 Console Position Add on and One Firewall	\$38,678
Implementation Services with 1 year warranty, installation, testing and optimization services	\$27,700
Incentive for purchase by April 24, 2020 with approval to ship immediately	(\$4,451)
TOTAL SYSTEM	\$61,927

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

**7
RESOLUTION NO. 20-362**

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY EMERGENCY COMMUNICATIONS DEPARTMENT AND US DIGITAL DESIGNS FOR AN AUTOMATED STATION ALERTING SYSTEM:

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

WHEREAS, the Director of Emergency Communications recommends approval of an agreement with US Digital Designs for an Automated Station Alerting System;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following contract with US Digital Design:

**US DIGITAL DESIGNS
Tempe, Arizona USA**

Phoenix G2 - Automated Fire Station Alerting

**Quotation to:
Delaware County, Ohio
Delaware County Emergency Communications**

**Project:
G2 Fire Station Alerting System
One (1) Dispatch System & Twenty-Eight (28) VoiceAlert Licenses**

**Proposal number:
OH_DCEC007**

**Revision #
1**

**Quote Date:
08-Apr-2020**

**Quote Expires:
7-Jul-2020**

**INSTALLATION BY:
Dispatch System to be installed by USDD
with direct on-site assistance by County CAD & Radio Staff**

**By:
Erik Hanson
Project Manager**

**US Digital Designs, Inc.
1835 E Sixth St #27
Tempe, AZ 85281
602-687-1739 direct
480-290-7892 fax
ehanson@usdd.com**

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**STANDARD TERMS AND CONDITIONS OF SALE
(Contract Sales)**

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
 - 7.1 **PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.
 - 7.2 **CLAIMS.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim here under, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at http://stationalerting.com/home/abo_usdd/contact-usdd/. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
 - 7.3 **EXCLUSIONS AND LIMITATIONS.** USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning,

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fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased here under is not subject to any post warranty service agree mentor maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product(as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.

9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.

9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:

9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;

9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;

9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and

9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.

10. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

11. ACCEPTANCE OF TERMS This proposal shall become a binding contract between the Customer

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and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

12. SHIPPING/DELIVERY: Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.

13. CREDIT CARDS: All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.

14. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 4/8/20
Expires: 7/7/20

Quote SUBMITTED TO:
Delaware County, Ohio
Delaware County Emergency Communications

REF PROPOSAL
OH_DCEC007 v1 DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM
DELAWARE COUNTY EMERGENCY COMMUNICATIONS

Virtualized Environment with VoiceAlert (automated/synthesized alert voice) over (up to) 2 Radio Channels and through a Full Console Interface. Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
DI1	LOT	USDD	1	Radio System Interface (Full Console Interface to Motorola MCC7500) - Requires (owner-furnished) dedicated console, specifically and solely tasked for Station Alerting)	RSI-P	#####	#####	\$ 12,285.00
DI2	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -
DI3	LOT	CAD	1	CAD Interface - Tyler Tech/New World (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-P	#####	#####	\$ 10,755.00

DISPATCH SYSTEM COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
DC1a	PR	USDD	1	G2 Communications Gateway (Virtualized)	G2-GW-V	#####	\$ 9,382.50	\$ 9,382.50
DC2a	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRI) - Rack Mount	GaRI-RM	\$ 2,075.00	\$ 1,867.50	\$ 1,867.50
DC2b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRI) - Flange Mount	GaRI-FM	\$ 2,075.00	\$ 1,867.50	\$ -
DC3	Kit	USDD	0	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,440.00	\$ 1,296.00	\$ -
DC4	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -
DC5	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 575.00	\$ 517.50	\$ -

DISPATCH SYSTEM SERVICES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT

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DS1	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 310.00	\$ 279.00	\$ 13,950.00
DS2	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -
DS3	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 6,425.00	\$ 5,782.50	\$ 5,782.50
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 337.50	\$ 303.75	\$ 303.75
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50
DS5b	LOT	USDD	0	Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	TRA-DIS-R	\$ 1,200.00	\$ 1,080.00	\$ -
DS6a	LOT	USDD	1	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50
DS6b	LOT	USDD	0	Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	TRA-STA-R	\$ 1,200.00	\$ 1,080.00	\$ -
DS7a	LOT	USDD	1	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ 4,792.50
DS7b	LOT	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -
DS8a	HR	USDD	0	Management Meeting with Customer / at USDD Tempe, AZ location (per Hour / Per Person)	MTG-MGT-U	\$ 244.00	\$ 219.60	\$ -
DS8b	LOT	USDD	0	Management Meeting with Customer / at Customer Site (above per hour/per person cost + required travel and accommodation)	MTG-MGT-C	\$ -	\$ -	\$ -
DS9	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -
DS10	LOT	USDD	0	Misc Option 2		\$ -	\$ -	\$ -

PRIMARY DISPATCH G2 FSA SYSTEM	System Total:	\$ 66,363.75
	Shipping Total:	\$ 99.00
	System Subtotal	\$ 66,462.75

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PRIMARY DISPATCH MAPPING SERVICE

Mapping System costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

USDD-HOSTED MAPPING - INCLUDED (at no additional cost while under Warranty/Support)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
M1	YR	USDD	1	G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) Using National Street Data we provide, as-is	MAP-CLD	\$ 1,540.00	\$ 1,386.00	1386 included at no charge/no additional cost

CUSTOMER-HOSTED MAPPING

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
M2	EA	USDD	0	G2 FSA Mapping Server (Hardware for mapping interface) 1@2RU ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.	MAP-CUS	\$ 4,625.00	\$ 4,162.50	\$ -

MAPPING SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
M3	HR	USDD	0	System Configuration and Modification for Mapping	MAP-CM	\$ 280.00	\$ 252.00	\$ -
M4	LOT	USDD	0	Customer-Hosted Mapping Server Installation and Start-up	MAP-ISU	\$ 5,825.00	\$ 5,242.50	\$ -
M5	HR	USDD	0	Import Customer Vector Data	MAP-IVD	\$ 280.00	\$ 252.00	\$ -
M6	HR	USDD	0	Import Customer Raster Data	MAP-IRD	\$ 280.00	\$ 252.00	\$ -
M7	LOT	USDD	0	Mapping Gateway Project Management	MAP-PM	\$ 415.00	\$ 373.50	\$ -
M8	LOT	USDD	0	Training - Mapping Service - On-Site (4 Hours)	MAP-TRN-O	\$ 2,400.00	\$ 2,160.00	\$ -
M9	LOT	USDD	0	Training - Mapping Services - Remote Refresh (4 Hours)	MAP-TRN-R	\$ 1,200.00	\$ 1,080.00	\$ -
M10	LOT	USDD	0	Training - Mapping Services - At Arizona Training Center	MAP-TRN-AZ	\$ 1,600.00	\$ 1,440.00	\$ -
M11	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -

PRIMARY DISPATCH MAPPING SERVICE	System Total:	\$ -
	Shipping Total:	\$ -
	System Subtotal	\$ -

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PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT							
Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
HR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 3,429.00	\$3,086.10	3086.1 but No Charge For Initial Warranty Period/ Not Included in Subtotals
LOT	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY	RS-AYR-STD	\$ 3,429.00	\$ 3,086.10	\$ -

INDIVIDUAL DISPATCH SYSTEMS TOTALS	
PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	\$ 66,462.75
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	\$ -

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)	
ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL:	\$ 66,363.75
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	\$ 99.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	\$ -
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	\$ 66,462.75

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes or purchase from USDD.

US DIGITAL DESIGNS

1836 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-5722 (toll free) 480-290-7892 (local)

QUOTE

DATE: 4/8/20
Expires: 7/7/20

Quote SUBMITTED TO:
Delaware County, Ohio
Delaware County Emergency Communications

REF PROPOSAL
OH_DCEC007 v1 STATION-LEVEL

VOICEALERT LICENSES
Per-Station 28 Requested) Allowance for Automated/Synthesized Voice over Radio

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
BL1	EA	USDD	28	G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	\$ 827.00	\$ 25,956.00

VOICEALERT LICENSES	System:	\$ 25,956.00
	LICENSE SUBTOTAL:	\$ 25,956.00

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

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US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7802 fax

QUOTE

DATE: 4/8/20
Expires: 7/7/20

Quote SUBMITTED TO:
Delaware County, Ohio
Delaware County Emergency Communications

REF PROPOSAL
OH DCEC007 v1 **Section Totals**

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
DISPATCH-LEVEL SUBTOTAL	\$ 66,462.75
Includes: PRIMARY DISPATCH G2 FSA SYSTEM :	\$ 66,462.75
PRIMARY DISPATCH MOBILE APP SERVICE :	\$ -
PRIMARY DISPATCH MAPPING SERVICE :	\$ -
PRIMARY DISPATCH WARRANTY & SUPPORT :	\$ -
Notes: One (1) Dispatch Center System (Delaware County Emergency Communications) currently proposed/included. No backup/disaster-recovery dispatch systems have been requested or assumed/included in this proposal, as the customer has asked USDD to remove (Quarry Run PSAP) from this current	
STATION-LEVEL SUBTOTAL	\$ 25,956.00
Includes: VOICEALERT LICENSES SYSTEM:	\$ 25,956.00
VOICEALERT LICENSES WARRANTY & SUPPORT:	\$ -
Notes: For Twenty-Eight (28) VoiceAlert Licenses, so Twenty-Eight (28) Station Locations can receive synthesized/automated VoiceAlert over radio system (radio system not provided by USDD). License costs per-location are one-time/perpetual.	
US Digital Designs System Total	\$ 92,418.75

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Beaul only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Be Agreement

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

8
RESOLUTION NO. 20-363

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code section 307.12(E) allows, by resolution, the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

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NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and may be discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Make</u>	<u>Model</u>	<u>Serial Number / Asset Number</u>
Portable Radio	Motorola	XTS 5000 II	721CDG1537
Portable Radio	Motorola	XTS 5000 II	721CFV5291
Portable Radio	Motorola	XTS 5000 II	721CFV5292
Portable Radio	Motorola	XTS 5000 II	721CFV5302
Portable Radio	Motorola	XTS 5000 II	721CFV5303
Portable Radio	Motorola	XTS 5000 II	721CFV5420
Portable Radio	Motorola	XTS 5000 II	721CFV5431
Portable Radio	Motorola	XTS 5000 II	721CFV5464
Portable Radio	Motorola	XTS 5000 II	721CFV5467
Portable Radio	Motorola	XTS 5000 II	721CFV5502
Portable Radio	Motorola	XTS 5000 II	721CFX0542
Portable Radio	Motorola	XTS 5000 II	721CFX0559
Portable Radio	Motorola	XTS 5000 II	721CFX0568
Portable Radio	Motorola	XTS 5000 II	721CFX0606
Portable Radio	Motorola	XTS 5000 II	721CFX0624
Portable Radio	Motorola	XTS 5000 II	721CGX4620
Portable Radio	Motorola	XTS 5000 II	721CKD0882
Portable Radio	Motorola	XTS 5000 II	721CLF1800
Portable Radio	Motorola	XTS 5000 II	721CLF1801
Portable Radio	Motorola	XTS 5000 II	721CDG1588
Portable Radio	Motorola	XTS 5000 II	721CDG1617
Portable Radio	Motorola	XTS 5000 II	721CDG1619
Portable Radio	Motorola	XTS 5000 II	721CDG1621
Portable Radio	Motorola	XTS 5000 II	721CDG1625
Portable Radio	Motorola	XTS 5000 II	721CDG1626
Portable Radio	Motorola	XTS 5000 II	721CEY8076
Portable Radio	Motorola	XTS 5000 II	721CEY8078
Portable Radio	Motorola	XTS 5000 II	721CFV5300
Portable Radio	Motorola	XTS 5000 II	721CFV5301
Portable Radio	Motorola	XTS 5000 II	721CFV5307
Portable Radio	Motorola	XTS 5000 II	721CFV5313
Portable Radio	Motorola	XTS 5000 II	721CFV5314
Portable Radio	Motorola	XTS 5000 II	721CFV5315
Portable Radio	Motorola	XTS 5000 II	721CFV5317
Portable Radio	Motorola	XTS 5000 II	721CFV5321
Portable Radio	Motorola	XTS 5000 II	721CFV5323
Portable Radio	Motorola	XTS 5000 II	721CFV5422
Portable Radio	Motorola	XTS 5000 II	721CFV5423
Portable Radio	Motorola	XTS 5000 II	721CFV5432
Portable Radio	Motorola	XTS 5000 II	721CFV5434
Portable Radio	Motorola	XTS 5000 II	721CFV5435
Portable Radio	Motorola	XTS 5000 II	721CFV5436
Portable Radio	Motorola	XTS 5000 II	721CFV5437
Portable Radio	Motorola	XTS 5000 II	721CFV5438
Portable Radio	Motorola	XTS 5000 II	721CFV5446
Portable Radio	Motorola	XTS 5000 II	721CFV5454
Portable Radio	Motorola	XTS 5000 II	721CFV5456
Portable Radio	Motorola	XTS 5000 II	721CFV5460

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Portable Radio	Motorola	XTS 5000 II	721CFV5461
Portable Radio	Motorola	XTS 5000 II	721CFV5463
Portable Radio	Motorola	XTS 5000 II	721CFV5465
Portable Radio	Motorola	XTS 5000 II	721CFV5469
Portable Radio	Motorola	XTS 5000 II	721CFV5470
Portable Radio	Motorola	XTS 5000 II	721CFV5471
Portable Radio	Motorola	XTS 5000 II	721CFV5472
Portable Radio	Motorola	XTS 5000 II	721CFV5474
Portable Radio	Motorola	XTS 5000 II	721CFV5475
Portable Radio	Motorola	XTS 5000 II	721CFV5479
Portable Radio	Motorola	XTS 5000 II	721CFV5482
Portable Radio	Motorola	XTS 5000 II	721CFV5483
Portable Radio	Motorola	XTS 5000 II	721CFV5484
Portable Radio	Motorola	XTS 5000 II	721CFV5485
Portable Radio	Motorola	XTS 5000 II	721CFV5488
Portable Radio	Motorola	XTS 5000 II	721CFV5490
Portable Radio	Motorola	XTS 5000 II	721CFV5491
Portable Radio	Motorola	XTS 5000 II	721CFV5492
Portable Radio	Motorola	XTS 5000 II	721CFV5493
Portable Radio	Motorola	XTS 5000 II	721CFV5494
Portable Radio	Motorola	XTS 5000 II	721CFV5495
Portable Radio	Motorola	XTS 5000 II	721CFV5496
Portable Radio	Motorola	XTS 5000 II	721CFV5497
Portable Radio	Motorola	XTS 5000 II	721CFV5501
Portable Radio	Motorola	XTS 5000 II	721CFV5504
Portable Radio	Motorola	XTS 5000 II	721CFV5506
Portable Radio	Motorola	XTS 5000 II	721CFV5508
Portable Radio	Motorola	XTS 5000 II	721CFV5509
Portable Radio	Motorola	XTS 5000 II	721CFV5510
Portable Radio	Motorola	XTS 5000 II	721CFV5511
Portable Radio	Motorola	XTS 5000 II	721CFV5512
Portable Radio	Motorola	XTS 5000 II	721CFV5513
Portable Radio	Motorola	XTS 5000 II	721CFX0168
Portable Radio	Motorola	XTS 5000 II	721CFX0184
Portable Radio	Motorola	XTS 5000 II	721CFX0532
Portable Radio	Motorola	XTS 5000 II	721CFX0533
Portable Radio	Motorola	XTS 5000 II	721CFX0534
Portable Radio	Motorola	XTS 5000 II	721CFX0535
Portable Radio	Motorola	XTS 5000 II	721CFX0536
Portable Radio	Motorola	XTS 5000 II	721CFX0537
Portable Radio	Motorola	XTS 5000 II	721CFX0538
Portable Radio	Motorola	XTS 5000 II	721CFX0540
Portable Radio	Motorola	XTS 5000 II	721CFX0541
Portable Radio	Motorola	XTS 5000 II	721CFX0543
Portable Radio	Motorola	XTS 5000 II	721CFX0544
Portable Radio	Motorola	XTS 5000 II	721CFX0546
Portable Radio	Motorola	XTS 5000 II	721CFX0547
Portable Radio	Motorola	XTS 5000 II	721CFX0548
Portable Radio	Motorola	XTS 5000 II	721CFX0549
Portable Radio	Motorola	XTS 5000 II	721CFX0550
Portable Radio	Motorola	XTS 5000 II	721CFX0551
Portable Radio	Motorola	XTS 5000 II	721CFX0552
Portable Radio	Motorola	XTS 5000 II	721CFX0553
Portable Radio	Motorola	XTS 5000 II	721CFX0554

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Portable Radio	Motorola	XTS 5000 II	721CFX0555
Portable Radio	Motorola	XTS 5000 II	721CFX0556
Portable Radio	Motorola	XTS 5000 II	721CFX0557
Portable Radio	Motorola	XTS 5000 II	721CFX0558
Portable Radio	Motorola	XTS 5000 II	721CFX0560
Portable Radio	Motorola	XTS 5000 II	721CFX0562
Portable Radio	Motorola	XTS 5000 II	721CFX0567
Portable Radio	Motorola	XTS 5000 II	721CFX0569
Portable Radio	Motorola	XTS 5000 II	721CFX0571
Portable Radio	Motorola	XTS 5000 II	721CFX0572
Portable Radio	Motorola	XTS 5000 II	721CFX0573
Portable Radio	Motorola	XTS 5000 II	721CFX0574
Portable Radio	Motorola	XTS 5000 II	721CFX0575
Portable Radio	Motorola	XTS 5000 II	721CFX0576
Portable Radio	Motorola	XTS 5000 II	721CFX0577
Portable Radio	Motorola	XTS 5000 II	721CFX0578
Portable Radio	Motorola	XTS 5000 II	721CFX0580
Portable Radio	Motorola	XTS 5000 II	721CFX0581
Portable Radio	Motorola	XTS 5000 II	721CFX0582
Portable Radio	Motorola	XTS 5000 II	721CFX0583
Portable Radio	Motorola	XTS 5000 II	721CFX0584
Portable Radio	Motorola	XTS 5000 II	721CFX0585
Portable Radio	Motorola	XTS 5000 II	721CFX0587
Portable Radio	Motorola	XTS 5000 II	721CFX0590
Portable Radio	Motorola	XTS 5000 II	721CFX0592
Portable Radio	Motorola	XTS 5000 II	721CFX0593
Portable Radio	Motorola	XTS 5000 II	721CFX0594
Portable Radio	Motorola	XTS 5000 II	721CFX0595
Portable Radio	Motorola	XTS 5000 II	721CFX0598
Portable Radio	Motorola	XTS 5000 II	721CFX0600
Portable Radio	Motorola	XTS 5000 II	721CFX0601
Portable Radio	Motorola	XTS 5000 II	721CFX0603
Portable Radio	Motorola	XTS 5000 II	721CFX0604
Portable Radio	Motorola	XTS 5000 II	721CFX0605
Portable Radio	Motorola	XTS 5000 II	721CFX0608
Portable Radio	Motorola	XTS 5000 II	721CFX0609
Portable Radio	Motorola	XTS 5000 II	721CFX0610
Portable Radio	Motorola	XTS 5000 II	721CFX0611
Portable Radio	Motorola	XTS 5000 II	721CFX0612
Portable Radio	Motorola	XTS 5000 II	721CFX0614
Portable Radio	Motorola	XTS 5000 II	721CFX0615
Portable Radio	Motorola	XTS 5000 II	721CFX0618
Portable Radio	Motorola	XTS 5000 II	721CFX0619
Portable Radio	Motorola	XTS 5000 II	721CFX0620
Portable Radio	Motorola	XTS 5000 II	721CFX0621
Portable Radio	Motorola	XTS 5000 II	721CFX0622
Portable Radio	Motorola	XTS 5000 II	721CFX0623
Portable Radio	Motorola	XTS 5000 II	721CFX0626
Portable Radio	Motorola	XTS 5000 II	721CFX0627
Portable Radio	Motorola	XTS 5000 II	721CFX0628
Portable Radio	Motorola	XTS 5000 II	721CFX0629
Portable Radio	Motorola	XTS 5000 II	721CFX0630
Portable Radio	Motorola	XTS 5000 II	721CFX0631
Portable Radio	Motorola	XTS 5000 II	721CGX4621

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Portable Radio	Motorola	XTS 5000 II	721CGX4622
Portable Radio	Motorola	XTS 5000 II	721CGX4623
Portable Radio	Motorola	XTS 5000 II	721CGX4624
Portable Radio	Motorola	XTS 5000 II	721CGX4625
Portable Radio	Motorola	XTS 5000 II	721CGX4627
Portable Radio	Motorola	XTS 5000 II	721CGX4628
Portable Radio	Motorola	XTS 5000 II	721CGX4629
Portable Radio	Motorola	XTS 5000 II	721CGZ1922
Portable Radio	Motorola	XTS 5000 II	721CHF3613
Portable Radio	Motorola	XTS 5000 II	721CHF3614
Portable Radio	Motorola	XTS 5000 II	721CHF3615
Portable Radio	Motorola	XTS 5000 II	721CHF3616
Portable Radio	Motorola	XTS 5000 II	721CHF3617
Portable Radio	Motorola	XTS 5000 II	721CHF3618
Portable Radio	Motorola	XTS 5000 II	721CHF3619
Portable Radio	Motorola	XTS 5000 II	721CHF3620
Portable Radio	Motorola	XTS 5000 II	721CHF3624
Portable Radio	Motorola	XTS 5000 II	721CHF3625
Portable Radio	Motorola	XTS 5000 II	721CHF3627
Portable Radio	Motorola	XTS 5000 II	721CHF3628
Portable Radio	Motorola	XTS 5000 II	721CHF3629
Portable Radio	Motorola	XTS 5000 II	721CHF3630
Portable Radio	Motorola	XTS 5000 II	721CHR0994
Portable Radio	Motorola	XTS 5000 II	721CHV3319
Portable Radio	Motorola	XTS 5000 II	721CHV3320
Portable Radio	Motorola	XTS 5000 II	721CHV3321
Portable Radio	Motorola	XTS 5000 II	721CHV3322
Portable Radio	Motorola	XTS 5000 II	721CHV3323
Portable Radio	Motorola	XTS 5000 II	721CHV3324
Portable Radio	Motorola	XTS 5000 II	721CHV3325
Portable Radio	Motorola	XTS 5000 II	721CJH0882
Portable Radio	Motorola	XTS 5000 II	721CJX2259
Portable Radio	Motorola	XTS 5000 II	721CJX2261
Portable Radio	Motorola	XTS 5000 II	721CJX2262
Portable Radio	Motorola	XTS 5000 II	721CKD0874
Portable Radio	Motorola	XTS 5000 II	721CKD0875
Portable Radio	Motorola	XTS 5000 II	721CKD0876
Portable Radio	Motorola	XTS 5000 II	721CKD0877
Portable Radio	Motorola	XTS 5000 II	721CKD0878
Portable Radio	Motorola	XTS 5000 II	721CKD0879
Portable Radio	Motorola	XTS 5000 II	721CKD0880
Portable Radio	Motorola	XTS 5000 II	721CKD0883
Portable Radio	Motorola	XTS 5000 II	721CKD0884
Portable Radio	Motorola	XTS 5000 II	721CKD0885
Portable Radio	Motorola	XTS 5000 II	721CKD0886
Portable Radio	Motorola	XTS 5000 II	721CKD0887
Portable Radio	Motorola	XTS 5000 II	721CKD0888
Portable Radio	Motorola	XTS 5000 II	721CKD0889
Portable Radio	Motorola	XTS 5000 II	721CKD0890
Portable Radio	Motorola	XTS 5000 II	721CLF1808
Portable Radio	Motorola	XTS 5000 II	721CLF1810
Portable Radio	Motorola	XTS 5000 II	721CLF1811
Portable Radio	Motorola	XTS 5000 II	721CLF1812
Portable Radio	Motorola	XTS 5000 II	721CLF1813

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Portable Radio	Motorola	XTS 5000 II	721CLF1814
Portable Radio	Motorola	XTS 5000 II	721CFV5448
Portable Radio	Motorola	XTS 5000 II	721CFV5489
Portable Radio	Motorola	XTS 5000 II	721CFV5500
Portable Radio	Motorola	XTS 5000 II	721CFX0539
Miscellaneous Parts	Motorola	N/A	N/A

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

9

RESOLUTION NO. 20-364

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

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

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT20-0061	Team Fishel	Hyatts Road	Test digs

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

10

RESOLUTION NO. 20-365

IN THE MATTER OF APPROVING A RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT WITH HERITAGE LAND SERVICES:

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

WHEREAS, the Board declared the necessity for and approved the project known as DEL-CR 124-6.45, Home Road, under Resolution No. 13-1329; and

WHEREAS, the acquisition of right-of-way for this project is required; and

WHEREAS, the County Engineer recommends approval of the Right-of-Way Acquisition Services Agreement with Heritage Land Services for the project;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Right-of-Way Acquisition Services Agreement with Heritage Land Services for the project known as DEL-CR124-6.45, Home Road:

RIGHT-OF-WAY ACQUISITION SERVICES AGREEMENT

This Agreement is made and entered into this 23rd day of April, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Heritage Land Services, 4150 Tuller Road, Suite 214, Dublin, Ohio 43017 (“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide right-of-way acquisition services in connection with the County’s road improvement project on Home Road, DEL-CR124-6.45 (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services are defined in and shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
DEL-CR124-6.45 (Home Road) RW Acquisition Services Cost Proposal dated 04/09/2020

2 SUPERVISION OF SERVICES

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- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer (“County Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The County Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Cost Proposal noted in Section 1.
- 4.2 For all task order requests made by the Project Manager, the Consultant shall prepare a proposal to complete the requested services as detailed in the task order. The Project Manager shall issue written approval of any task order proposal made by the Consultant in the form of a Notice to Proceed prior to the Consultant initiating work under the task order.
- 4.3 Total compensation under this Agreement shall not exceed Forty-Nine Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (\$49,995.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served by U.S. certified mail to the persons listed below in writing. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Chris Bauserman, P.E., P.S.
 Attn: Steve Smith

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2440

Email: SteveS@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Christopher Howard, President

Address of Firm: 4150 Tuller Road, Suite 214 B

City, State, Zip: Dublin, Ohio 43017

Telephone: 614-918-2999

Project Contact Email: choward@wearehls.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer and on the calculated percentage of Services performed to date in accordance with the Consultant’s Cost Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

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6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

7.1 The Consultant shall commence Services upon the Notice to Proceed (“Authorization”) by the County Engineer and shall complete the Services on or before August 1, 2020.

7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of Services to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Services, as ordered by the County.

8.2 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until it is approved by both Parties in writing.

10 OWNERSHIP

10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

12.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

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- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

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- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination/Equal Opportunity and will not discriminate.

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

11
RESOLUTION NO. 20-366

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO DEPUTY KEVIN GILKISON ON THE OCCASION OF HIS RETIREMENT:

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

WHEREAS, Delaware County Sheriff’s Deputy Kevin Gilkison will retire from the Sheriff’s Office through the PERS program and in good standing with the office; and

WHEREAS, Deputy Gilkison’s assigned duty firearm, Gen 4, Glock Model 22, with night sights Serial Number WXT660 (the “Firearm”) is no longer needed for public use; and

WHEREAS, Delaware County wishes to permit Deputy Gilkison to purchase the Firearm for One Dollar (\$1.00), pursuant to section 307.12(B)(1) of the Revised Code;

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

Section 1. The Firearm is no longer needed for public use and authorizes the sale of the Firearm to Deputy Kevin Gilkison for One Dollar (\$1.00).

Section 2. The sale of the Firearm shall be conditioned upon Deputy Gilkison accepting the Firearm “as is” and accepting sole responsibility for the care and maintenance of the Firearm. The sale of the Firearm is further conditioned upon the deputy executing and submitting an Acknowledgement and Release from Liability.

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

12
RESOLUTION NO. 20-367

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IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPOINTING REPRESENTATIVES TO THE OHIO CHILDREN’S TRUST FUND CENTRAL OHIO CHILD ABUSE AND CHILD NEGLECT REGIONAL PREVENTION COUNCIL:

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

WHEREAS, pursuant to section 3109.172 of the Revised Code, the Delaware County Board of Commissioners may appoint two county prevention specialists to the Ohio Children’s Trust Fund Regional Prevention Council; and

WHEREAS, the Delaware County Family and Children First Council recommends that the following individuals be considered for county prevention specialists to represent Delaware County for appointment to the Central Ohio Child Abuse and Child Neglect Regional Prevention Council:

-Rachel Layne, acting in her capacity as Family and Children First Council Coordinator for the Delaware County Department of Job & Family Services to fill the seat currently held by Shelia Hiddleston, upon the expiration of that seat’s term on May 27, 2020;

-Jeff Sell, acting in his current capacity as Protective Services Administrator for the Delaware County Department of Job & Family Services, filling the unexpired term of a seat previously held by Sandy Honigford, which expires December 18, 2021.

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

Section 1. The Board hereby appoints Rachel Layne, Family and Children First Council Coordinator, Delaware County Department of Job and Family Services, as a county prevention specialist to represent Delaware County for a term that commences May 27, 2020, and ends May 27, 2022; and Jeff Sell, Protective Services Administrator for the Delaware County Department of Job and Family Services, as a county prevention specialist to represent Delaware County and fill an unexpired term that ends December 18, 2021.

Rachel Layne
Family and Children First Council Coordinator
Delaware County Department of Job & Family Services
145 North Union Street
Delaware, Ohio 43015
740-833-2385
Email: Rachel.Layne@jfs.ohio.gov

Jeff Sell
Protective Services Administrator
Delaware County Department of Job & Family Services
145 North Union Street
Delaware, Ohio 43015
740-833-2367
Email: Jeffrey.Sell2@jfs.ohio.gov

Section 2. In accordance with OAC 5101:5-1-03(C), the Clerk is directed to submit a copy of this Resolution to the Ohio Children’s Trust Fund for confirmation of the appointments.

Section 3. The appointments approved herein shall be effective upon confirmation by the Ohio Children’s Trust Fund and shall be for the periods specified in the appointments confirmation.

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

13
RESOLUTION NO. 20-368

IN THE MATTER OF APPROVING THE 2020 / 2021 PROGRAM COSTS WITH THE COUNTY RISK SHARING AUTHORITY (CORSA):

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

WHEREAS, the Deputy County Administrator recommends approval of the 2020/2021 program costs with the County Risk Sharing Authority (CORSA);

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Invoice
2020/2021 CORSA Program Costs

Invoice R0300-PL2020R-2
Date 3/13/2020
Member Number 0300

Remit To:
County Risk Sharing Authority
209 East State Street
Columbus, Ohio 43215-4309

Bill To: Delaware County Board of Commissioners
10 Court St., 2nd Floor
Delaware OH 43015

\$367,320.00
Payment Amount

Remit To: County Risk Sharing Authority
209 East State Street
Columbus, Ohio 43215-4309

Invoice Number: R0300-PL2020R-2
Invoice Date: 3/23/2020
Member Number: 0300

Payment due within 30 days

Coverage Document Number	Coverage Effective Date	Description	Amount
R0300-PL2020R-2	5/17/2020	2020-21 CORSA Program Costs	\$402,748.00
		Less: MEMBER EQUITY CREDITS	
		Loss Fund Dividend	\$23,376.00
		Loss Control Incentive Program	\$11,351.00
		Property Excess Dividend	\$701.00
		TOTAL MEMBER EQUITY CREDIT	\$35,428.00
		NET DUE CORSA	\$367,320.00



County Risk Sharing Authority
Board of Commissioners of Delaware County
Program Cost Allocation – May 1, 2020

Property	\$176,975
Auto	\$12,046
General Liability	\$22,558
Public Officials Liability	\$23,506
Law Enforcement Liability - Jail	\$67,200
Law Enforcement Liability – Non Jail	\$62,523
Foster Parents Liability	\$2,512
Total	\$367,320

Basis of Allocation

Property (Total Covered Value)	EXAMPLE ONLY	MEMBER USE
A. Total Property Cost	\$52,500	\$176,975
B. Total Property Value	\$102,500,000	\$491,573,732
C. Cost/Value (A/B)	\$.0005	
D. Dept. Property Value	\$1,000,000	
E. Cost of Dept. Covered Value (Cx D)	\$500	
Auto (Total Vehicles not including trailers)		
A. Total Auto Cost	\$33,000	\$12,046
B. Total Number of Vehicles	155	224
C. Cost/Number Vehicles (A/B)	\$213	
D. Dept. Number of Vehicles	17	
E. Cost of Dept. Covered Autos (Cx D)	\$3619	
General Liability Payroll		
A. Total General Liability Cost	\$16,000	\$22,558
B. Total Payroll	\$14,500,000	\$52,175,145
C. Cost/Payroll (A/B)	\$.0011	
D. Dept. Payroll	\$1,000,000	
E. Cost of Dept. General Liability (Cx D)	\$1100	
Public Officials Payroll		
A. Total Public Officials Cost	\$25,000	\$23,506
B. Total Payroll	\$14,500,000	\$52,175,145
C. Cost/Payroll (A/B)	\$.0017	
D. Dept. Payroll	\$1,000,000	
E. Cost of Dept. Public Officials Liability (Cx D)	\$1700	

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the County Risk Sharing Authority (CORSA) 2020/2021 program costs;

FURTHER, BE IT RESOLVED that the Board approves the Purchase Order and Voucher to CORSA in the amount of \$367,230 from Organizational Key 60111901.

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

15

RESOLUTION NO. 20-369

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds

From	To	
10011102-5801 Commissioners General/ Misc. Cash Transfers	50111117-4601 Bond Retirement Debt/Interfund Revenues	2,880,505.99
10040421-5801 Road & Bridge Projects/ Misc. Cash Transfers	58011181-4601 2007 CO Sales Tax Sawmill Bond/Interfund Revenues	1,028,851.25
66211900-5801 SRF Operations & Maintenance/ Misc. Cash Transfers	66311901-4601 Bond Service Fund/Interfund Revenues	3,610,912.50

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

16

RESOLUTION NO. 20-370

IN THE MATTER OF SUPPORTING AN APPLICATION BY THE ELM VALLEY FIRE DISTRICT TO THE USDA RURAL DEVELOPMENT INTERGOVERNMENTAL CLEARINGHOUSE FOR THE PURCHASE OF A NEW FIRE ENGINE AND EQUIPMENT:

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

WHEREAS, the Elm Valley Fire District has submitted an application to the USDA Office of Rural Development for financial assistance in purchasing a new fire engine and equipment; and

WHEREAS, pursuant to Executive Order 12372, the Delaware County Board of Commissioners (the "Board"), as the USDA Area Intergovernmental Clearinghouse, is entitled to notice and an opportunity to review and comment on the proposed project; and

WHEREAS, the Board has received notice of the application and additional information from the Elm Valley Fire District in support of the proposed project;

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

Section 1. The Board hereby declares its support of the Elm Valley Fire District's application to the USDA Office of Rural Development for financial assistance in purchasing a new fire engine and equipment.

Section 2. The Board hereby authorizes the County Administrator to complete and return the Reviewing Agency Position on Project, indicating that the Board supports granting clearance of the proposed project.

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

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

17

RESOLUTION NO. 20-371

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE GOVERNING BOARD OF THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO FOR THE REAL PROPERTY LOCATED AT 4981 COUNTY HOME ROAD, DELAWARE, OHIO:

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

WHEREAS, the County Administrator recommends approval of a Lease Agreement between the Delaware County Board of Commissioners, the Governing Board of the Educational Service Center of Central Ohio for the real property located at 4981 County Home Road, Delaware, Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following contract with the Governing Board of the Educational Service Center of Central Ohio for the real property located at 4981 County Home Road, Delaware, Ohio:

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated April 23, 2020, is made and entered into by and between the **Board of County Commissioners, Delaware County, Ohio**, hereinafter referred to as "Lessor" and the **Governing**

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Board of the Educational Service Center of Central Ohio, hereinafter referred to as "Lessee":

W I T N E S S E T H:

1. **LEASED PREMISES:** In consideration of the terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee certain real property located at 4981 County Home Road, Delaware, Ohio 43015, more specifically, the building (the "Building") formerly known as the Hickory Knoll Early Childhood Center and the 7.5 acres which surround the Building (the "Grounds", and collectively the Grounds and the Building are referred to as the "Leased Premises"), which Leased Premises are part of Delaware County Tax Parcel No. 518-130-01-031-000. The Leased Premises are attached hereto as Exhibit A and incorporated by reference herein.

2. **TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of July 1, 2019, the "Commencement Date" and shall terminate June 30, 2021.

3. **RENT.** As rent for the 2019-2020 school year, Lessee shall pay to Lessor the sum of One Thousand Three Hundred Thirty-Five Dollars and Zero Cents (\$1335.00) no later than thirty (30) days after the date first written above constituting the allocated annual insurance premium the Lessor incurs for the Leased Premises. As rent for the 2020-2021 school year, Lessee shall pay to Lessor the sum of One Thousand Three Hundred Thirty-Five Dollars and Zero Cents (\$1,335.00) no later than July 31, 2020. Lessor may, upon thirty (30) days written notice to Lessee, increase the amount of the rent as stated herein in the event that the allocated annual insurance premium has increased for the Leased Premises. Lessor shall submit documentation substantiating the increase with the written notice.

4. **SIGNS:** Lessee may, at its cost, place or install signage on the Leased Premises.

5. **USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Leased Premises exclusively for public educational purposes in accordance with the laws of the State of Ohio applicable to educational service centers.

6. **JANITORIAL SERVICE; TRASH; GROUNDS AND PARKING AREAS:** Lessee shall furnish its own janitorial services and shall provide for proper and lawful disposal of the trash generated at the Leased Premises. Lessee shall be responsible for snow and ice removal from the Leased Premises. Lessee shall be responsible for the care and maintenance of the Grounds, including but not limited to all grassed areas and parking areas.

7. **UTILITIES AND ASSESSMENTS:** Lessee shall pay for all utilities for the Leased Premises. Lessee shall pay real estate assessments, if any, relating to its use and occupancy of the Leased Premises as they become due and payable.

8. **REPAIRS AND MAINTENANCE:**

(a) Lessor is not required to make any improvements, replacements, or repairs of any kind or character to the Building during the term of this Lease. Lessee shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Building, including structural components and the roof, and the mechanical systems and the equipment within and serving the Building, as well as the furnishings located in or about the Building. Notwithstanding the foregoing, Lessee shall have the benefit of any warranty on the Leased Premises or fixtures or equipment in or on the Leased Premises. Lessor shall cooperate and assist, as necessary, Lessee to obtain warranty services.

(b) Lessee shall not allow any damage to be committed on any portion of the Leased Premises. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the commencement date or completion date of this Lease, ordinary wear and tear excepted.

9. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having jurisdiction relating to the use, condition, and occupancy of the Leased Premises.

10. **LESSOR IMPROVEMENTS:** Lessor does not anticipate making any improvements to the Leased Premises.

11. **LESSEE ALTERATIONS AND IMPROVEMENTS:** Lessee may make, at Lessee's cost, any non-structural alterations, physical additions, or improvements to the Leased Premises that Lessee deems appropriate. Lessee shall consult with Lessor regarding any proposed structural alteration to the Building. Lessee may make a major structural alteration only with the written consent of Lessor, which shall not be withheld unreasonably. Lessee shall be responsible for all costs of any such major structural alteration to the Building. Any alterations, physical additions, or improvements to the Leased Premises shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, to the extent that the alterations, physical additions, or improvements cannot be removed without causing damage to the Leased Premises. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore

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the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee.

12. **CONDEMNATION:**

(a) If, during the term (or any extension or renewal) of this Lease, all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which they are then being used, this Lease shall terminate. Lessee shall be entitled to an award of its damages, including the value of its lease and any improvements to the Leased Premises Lessee has made at its expense. Lessor shall be entitled to an award for the physical taking of the property.

(b) In the event a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in subparagraph (a) above, Lessor shall, at Lessor's sole risk and expense, restore and reconstruct the building and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable.

13. **INSURANCE:** Lessor shall maintain property and casualty insurance coverage on the Leased Premises. Lessee shall maintain insurance on all its contents, as well as general liability insurance, listing the Lessor as additional insured with respect to Lessee's use of the Leased Premises.

14. **QUIET ENJOYMENT:** Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

15. **LESSOR'S RIGHT OF ENTRY:** Lessor shall have the right, at all reasonable hours and with reasonable notice, to enter the Leased Premises for the following reasons: emergency, inspection, determining Lessee's or any subtenant's use of the Leased Premises, or determining if an act of default under this Lease has occurred. Except in the case of an emergency, twenty-four (24) hours' written notice of Landlord's intent to enter shall be presumed reasonable.

16. **SUBLEASE:** Lessee may sublet or assign all or any part of the Leased Premises with the Lessor's prior written consent, which shall not be withheld unreasonably, provided the sublease or assignment does not have the effect of terminating the public use tax exemption for the Leased Premises. In the event of any subletting, Lessee, nevertheless, shall remain fully responsible and liable for compliance with all of its obligations under the terms, provisions, and covenants of this Lease.

Any subtenants that occupy parts of the Leased Premises shall conduct their business and control their agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create any nuisance, and shall comply with the terms and conditions stated herein. Neither Lessee nor its subtenants shall commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee or its subtenants permit the Leased Premises to be used in any way which would be extra hazardous on account of fire or otherwise

17. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Lessee;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee;

(c) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

(d) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within 120 days after Lessee has actual notice of the lien.

18. **REMEDIES FOR LESSEE'S DEFAULT:** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any

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other remedy which it may have for possession, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of the termination of the Lease under this subparagraph, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and relet the Leased Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise because of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditure made by it for maintaining the building in a usable manner, including remodeling or repairing in order to relet the Leased Premises.

(c) Enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

(d) Terminate this Lease as an expiration of this Lease.

19. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 18 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

20. **ACTS OF GOD:** Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused by, or prevented by an act of God or force majeure.

21. **EARLY TERMINATION:** Either party, upon giving ninety (90) days written notice to the other party, may terminate this Lease; provided however that if the Lessor gives notice of termination of the Lease, such termination shall not be effective until the school year has concluded and Lessee has reasonable time to vacate the Leased Premises.

22. **SUCCESSORS:** This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the Leased Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect and Lessee hereunder agrees to attorn to the then owner of the Leased Premises.

23. **DEFINITIONS:** The following definitions apply to the terms set forth below as used in this Lease:

(a) "Abandon" means the vacating of all or a substantial portion of the Leased Premises by Lessee, whether or not Lessee is in default of the rental payments due under this Lease.

(b) An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

(c) The "commencement date" shall be the date set forth in paragraph 2. The "commencement date" shall constitute the commencement of this Lease for all purposes, whether or not Lessee has actually taken possession.

(d) "Real property assessment" means all school, city, state and county taxes and assessments including special district taxes or assessments.

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24. **MISCELLANEOUS:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease, and such other provisions shall continue in full force and effect. This Lease shall not be recorded, but upon the request of either party, the parties will prepare, execute, and record a memorandum of lease.

Lessee hereby certifies that it is not subject to any unresolved finding for recovery issued by the Ohio Auditor of State. Lessee further certifies that it is, and shall for the life of this Lease Agreement remain, in full compliance with all applicable Federal, State, and Local laws, rules, regulations, and orders related to non-discrimination and equal opportunity employment.

25. **NOTICE:** All payments required to be made by Lessee shall be payable to Lessor at the address set forth below, and any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below:

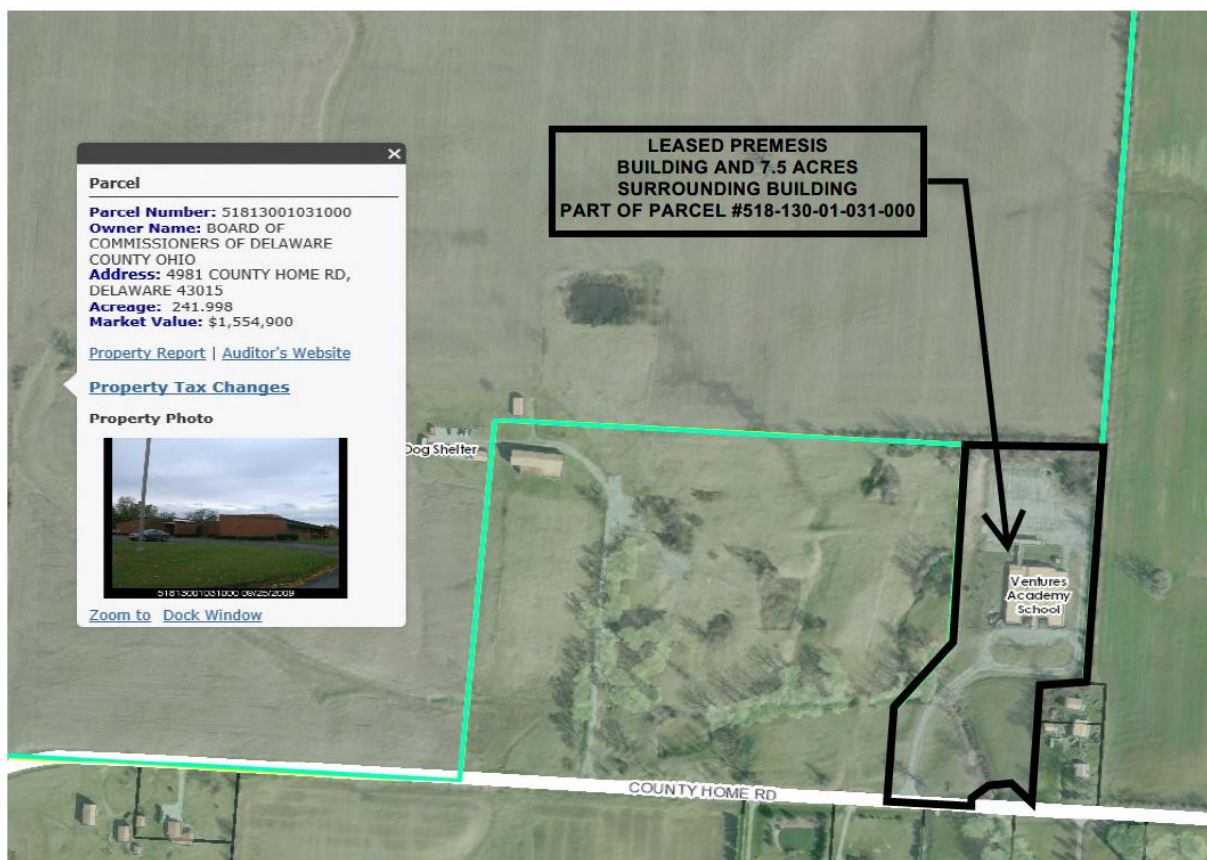
LESSOR:
Board of County Commissioners,
Delaware County, Ohio
101 North Sandusky Street
Delaware, OH 43015

LESSEE:
Educational Service Center of Central Ohio
2080 Citygate Drive
Columbus, OH 43219

31. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:** IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.

EXHIBIT A

LEASED PREMISES



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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

- During the 1:30 P.M. call with Directors and Elections the topic of discussion will be guidelines for buildings and employees after May 1, 2020.
- Update from Director Lamb about the Economic Development team meeting.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Attended several virtual meetings this week including: NaCo, Land Bank, Regional Planning executive, CCAO and NaCo Immigration committee. Secretary of State Faber and Senator Portman.
- The Blood Drive has been moved to the Willis Building on May 4th. All slots have been filled but they will be taking walk-ins.
- Would like to compliment everyone in the County for working well together.

Commissioner Lewis

- Attended the Bridges Community Action meeting virtually. The 2020 budget was approved.

Commissioner Benton

- Attended the Records Commission meeting and Land Bank virtual meetings this week.
- Still waiting for the sales tax revenue projections to come in.
- The legislative update is still happening tomorrow at 1:00 P.M.
- General thanks to offices, directors for their work in keeping business moving and keeping their employee safe.

Other Business:

RESOLUTION NO. 20-372

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND APPROVING THE PURCHASE ORDER FOR THE REVOLVING LOAN FUNDS:

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

Supplemental Appropriation

23111709-5365	Revolving Loan/Grant Related Services	66,000.00
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FURTHER BE IT RESOLVED, the Board of Commissioners of Delaware County approves a purchase order from 23111709-5365 to United Way in the amount of \$89,000.

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

(Hearing will be opened and immediately continued to a future date)

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RESOLUTION NO. 20-373

10:00A.M.- PUBLIC HEARING FOR THE VILLAS AT MAPLE CREEK WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to open the hearing at 10:08 A.M..

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

14 continued

RESOLUTION NO. 20-374

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE VILLAS AT MAPLE CREEK WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT TO THURSDAY AUGUST 27, 2020 AT 10:00A.M.:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to continue the public hearing to address Villas At Maple Creek Watershed Drainage Improvement Petition Project to **Thursday August 27, 2020 at 10:00A.M.**

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

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RESOLUTION NO. 20-375

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official; for pending or imminent litigation.

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

RESOLUTION NO. 20-376

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners