

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 21, 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

9:45 A.M. Reconvening of Public Hearing, under Chapter 349 of the Revised Code, on Applications to Add Certain Parcels of Real Property to the Concord/Scioto Community Authority District

1
RESOLUTION NO. 20-434

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 18, 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 May 18, 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. 20-435

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0520, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0520 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0520:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0520, memo transfers in batch numbers MTAPR0520, Procurement Card Payments in batch number PCAPR0520 and Purchase Orders as listed below:

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

3
RESOLUTION NO. 20-436

IN THE MATTER OF PROCLAIMING MAY 2020 AS OLDER AMERICANS MONTH IN DELAWARE COUNTY:

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

WHEREAS, Delaware County, Ohio includes a growing number of older Americans—more than 50,000 ages 55 and older—who make countless contributions to our community every day; and

WHEREAS, Delaware County, Ohio is stronger when people of all ages, abilities, and backgrounds are included and encouraged to make their mark; and

WHEREAS, Delaware County, Ohio recognizes the importance of the physical, mental, social, and emotional well-being of its citizens; and

WHEREAS, Delaware County, Ohio can support our community members by:

- promoting independence, inclusion, and participation;
- engaging older adults through education, recreation, and service; and
- connecting people with opportunities to share their time, experience, and talents.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners do hereby

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proclaim May 2020 to be Older Americans Month. The Delaware County Board of Commissioners urge every resident to recognize older adults and the people who support them as essential members of our community.

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

**4
RESOLUTION NO. 20-437**

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND DEPARTMENT OF MENTAL HEALTH-EASTWAY CORPORATION, QUALITY CARE, INC., THE VILLAGE NETWORK, NATIONAL YOUTH ADVOCATE PROGRAM, COMMUNITY TEACHING HOMES, INC., BUCKEYE RANCH, INC., CORNELL ABRAXAS GROUP, INC., OESTERLEN SERVICES FOR YOUTH, INC., YOUTH INTENSIVE SERVICES RESIDENTIAL, THE BAIR FOUNDATION, AND YOUNG STAR ACADEMY:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Job & Family Services recommends approval of the following contract amendments with Department Of Mental Health-Eastway Corporation, Quality Care, Inc., The Village Network, National Youth Advocate Program, Community Teaching Homes, Inc., Buckeye Ranch, Inc., Cornell Abraxas Group, Inc., Oesterlen Services For Youth, Inc., Youth Intensive Services Residential, and The Bair Foundation, and Young Star Academy;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendments for Child Care Placement providers with Department Of Mental Health-Eastway Corporation, Quality Care, Inc., The Village Network, National Youth Advocate Program Community Teaching Homes, Inc., Buckeye Ranch, Inc., Cornell Abraxas Group, Inc., Oesterlen Services For Youth, Inc., Youth Intensive Services Residential, The Bair Foundation, and Young Star Academy:

Department of Mental Health Eastway Corporation

**Second Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Department of Mental Health-Eastway Corporation**

This Second Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Department of Mental Health-Eastway Corporation (hereinafter “Provider”) whose address is 600 Wayne Avenue, Dayton, Ohio 45410 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on June 6, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The Contract shall be extended one (1) additional year through June 30, 2021.
 - B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

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Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Quality Care, Inc.

**Second Amendment
To
Contract for the Purchase of Residential Treatment Care Services Between
Delaware County Department of Job and Family Services and
Quality Care, Inc.**

This Second Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Quality Care, Inc. (hereinafter "Provider") whose address is 9402 Rosewood Avenue, Cleveland, Ohio 44105 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services ("Contract") on January 14, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The Contract shall be extended one (1) additional year through June 30, 2021.
 - B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

The Village Network

**Second Amendment
To
Contract for the Purchase of**

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**Residential Treatment and Foster Care Services
Between
Delaware County Department of Job and Family Services
and
The Village Network**

This Second Amendment of the Contract For The Provision of Residential Treatment and Foster Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and The Village Network (hereinafter "Provider") whose address is 2000 Noble Drive, Wooster, Ohio 44691 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for Residential Treatment and Foster Care Services ("Contract") on March 14, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

A. The Contract shall be extended one (1) additional year through June 30, 2021.

B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

National Youth Advocate Program

**Second Amendment
To
Contract for the Purchase of
Foster Care Services
Between
Delaware County Department of Job and Family Services
and
National Youth Advocate Program**

This Second Amendment of the Contract For The Provision of Foster Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and National Youth Advocate Program (hereinafter "Provider") whose address is 1801 Watermark Drive, Suite 200, Columbus, Ohio 43215 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for Foster Care Services ("Contract") on June 6, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

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NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

A. The Contract shall be extended one (1) additional year through June 30, 2021.

B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Community Teaching Homes, Inc.

**Second Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Community Teaching Homes, Inc.**

This Second Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Community Teaching Homes, Inc. (hereinafter "Provider") whose address is 6715 Dorr Street, Toledo, Ohio 43615 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services ("Contract") on June 6, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

A. The Contract shall be extended one (1) additional year through June 30, 2021.

B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

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All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Buckeye Ranch, Inc.

**Second Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Buckeye Ranch, Inc.**

This Second Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Buckeye Ranch, Inc. (hereinafter “Provider”) whose address is 5665 Hoover Road, Grove City, Ohio 43123 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on March 14, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

A. The Contract shall be extended one (1) additional year through June 30, 2021.

B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Cornell Abraxas Group, Inc.

**Second Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Cornell Abraxas Group, Inc.**

This Second Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Cornell Abraxas Group, Inc. (hereinafter “Provider”) whose address is 2775 State Route 39, Shelby, Ohio 44875 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on August 15, 2019.

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WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

A. The Contract shall be extended one (1) additional year through June 30, 2021.

B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Oesterlen Services For Youth, Inc.

**Second Amendment
To
Contract for the Purchase of
Residential Treatment and Foster Care Services
Between
Delaware County Department of Job and Family Services
and
Oesterlen Services for Youth, Inc.**

This Second Amendment of the Contract For The Provision of Residential Treatment and Foster Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Oesterlen Services For Youth, Inc. (hereinafter “Provider”) whose address is 1918 Mechanicsburg Road, Springfield, Ohio 45505 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment and Foster Care Services (“Contract”) on June 6, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

A. The Contract shall be extended one (1) additional year through June 30, 2021.

B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal’s behalf.

3. Conflicts

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In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Youth Intensive Services Residential

**Second Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Youth Intensive Services Residential**

This Second Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Youth Intensive Services Residential (hereinafter “Provider”) whose address is 182 E. Midlothian Blvd., Youngstown, Ohio 44507 (hereinafter collectively the “Parties.”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on January 27, 2020.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, “Provisions”).

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

A. The Contract shall be extended one (1) additional year through June 30, 2021.

B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal’s behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

The Bair Foundation

**Second
Amendment To
Contract for the
Purchase of Foster Care
Services Between
Delaware County Department of Job and Family Services
and
The Bair Foundation**

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This Second Amendment of the Contract For The Provision of Foster Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV- E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and The Bair Foundation (hereinafter "Provider") whose address is 665 E. Dublin Granville Road, Suite 290, Columbus, Ohio 43229 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for Foster Care Services ("Contract") on January 24, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The Contract shall be extended one (1) additional year through June 30, 2021.
 - B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Young Star Academy

**Second Amendment
To
Contract for the Purchase of
Residential Treatment Care Services
Between
Delaware County Department of Job and Family Services
and
Young Star Academy, LLC**

This Second Amendment of the Contract For The Provision of Residential Treatment and Foster Care Services is entered into this 21st day of May, 2020 by and between Delaware County Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and *Young Star Academy LLC* (hereinafter "Provider") whose address is 1012 ODNR Mohican 51 Perrysville, Ohio 44864 (hereinafter collectively the "Parties").

WHEREAS, the Parties entered into the Contract for Residential Treatment and Foster Care Services ("Contract") on June 6, 2019.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:
 - A. The Contract shall be extended one (1) additional year through June 30, 2021.

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B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in Appendix I to this amendment.

2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

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

5
RESOLUTION NO. 20-438

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT AND FIRST AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND CHILD PLACEMENT PROVIDER ADVANTAGE FAMILY OUTREACH AND FOSTER CARE AND HITTLE HOUSE, CRC:

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

WHEREAS, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations; and

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contracts and first amendments with Advantage Family Outreach and Foster Care and Hittle House CRC;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contracts and first amendments for Child Care Placement:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Name: Advantage Family Outreach and Foster Care Address: 445 Longview Ave W Mansfield, Ohio 44903 This Agreement in effect from 07/01/2020-6/30/2021	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

**FIRST AMENDMENT TO THE AGREEMENT
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICES AND ADVANTAGE FAMILY OUTREACH AND FOSTER CARE.**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("Agency") and Advantage Family Outreach and Foster Care ("Provider") ("First Amendment") is entered into this 21st day of May, 2020.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of July 1, 2020 through June 30, 2021 ("Agreement"); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

- A. Article II.** This agreement shall have an initial service period of July 1, 2020 through June 30, 2021.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

- B. Article V.E.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.F., G. and H.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.I.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- E. New Article V. AA.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. New Article V. BB.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII. A.** There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.
- H. New Article VIII. J.** Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- I. Article XII.D.** Independent Contractor Acknowledgement/No Contribution to OPERS

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

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

- J. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- K. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- L. Article XX.F.** The Delaware County Board of Commissioners (Board”) shall be listed as the Certificate Holder.

SECTION 2 – Added Terms and Conditions

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

Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

- A. Exhibits to Agreement.**
 - 1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
 - 2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
 - 3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”
- B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:
 - 1. OPERS Independent Contractor/Worker Acknowledgement.
 - 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.
- C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.
- D. Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.
- E. Signatures.**
 - 1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and

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this First Amendment.

2. Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf and is authorized to bind such principal.

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

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
<p>Name: Hiddle House, CRC Address: 774 Internet DR Columbus, Ohio 43207</p> <p>This Agreement in effect from 07/01/2020-6/30/2021</p>	<p>A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)</p>

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

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services ("Agency") and Hittle House, CRC ("Provider") ("First Amendment") is entered into this 21st day of May, 2020.

Whereas, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of July 1, 2020 through June 30, 2021 ("Agreement"); and

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

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

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

Section 1 – Supplemental Terms and Conditions

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

A. Article II. This agreement shall have an initial service period of July 1, 2020 through June 30, 2021.

By mutual consent, the Agency and Provider may determine that an extension of this contract is in the best interest of all Parties. Therefore, by mutual agreement of the Parties, the contract may be extended for two (2) additional consecutive years in one (1) year period increments. There shall be no increase in transaction costs nor a decrease in services, and all other terms of this contract remain unchanged, unless amended by a separate written amendment signed by all Parties.

Extension is contingent upon the availability of funds, the terms of the grant agreement between the Agency, the state of Ohio and/or the federal government, as well as satisfactory performance by the Provider, and is subject to approval by the Agency, with renegotiation to be initiated by the Agency before the expiration of the existing service period.

B. Article V.E. Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the twentieth (20th) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.

C. Article V.F., G. and H. Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.

D. Article V.I. Provider also agrees to notify the Agency when and if the following safety condition

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exists: - The child’s medication has changed.

E. New Article V. AA. Provider agrees to transfer copies of the child’s records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).

F. New Article V. BB. Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.

G. Article VIII. A. There shall be no pre-defined maximum amount payable pursuant to this contract. PROVIDER agrees to accept as full payment for Services rendered in a manner satisfactory to the Agency the amount of actual expenditures made by PROVIDER for purposes of providing the Services.

H. New Article VIII. J. Per diem rates shall remain unchanged during the initial service period defined in Article II, Term of Agreement. Upon completion of the initial service period, Provider may update per diem rates through a mutually agreed upon contract amendment not more than once annually during each one (1) year service period extension. Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Mr. Jeffrey Sell, Protective Services Administrator whose email address is jeffrey.sell2@jfs.ohio.gov and Mr. Steven Sikora, Fiscal Supervisor, whose email address is steven.sikora@jfs.ohio.gov. Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.

I. Article XII.D. Independent Contractor Acknowledgement/No Contribution to OPERS

Agency, Board, and Delaware County, Ohio (for purposes of this section collectively “County”) are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS.

If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form (“OPERS Form”). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS. If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

Signature Date

Printed Name

Title

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

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

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

SECTION 2 – Added Terms and Conditions

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

Campaign Finance – Compliance with R.C. § 3517.13. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

Section 3 - Miscellaneous

A. Exhibits to Agreement.

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

B. Attachments to First Amendment. The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

- 1. OPERS Independent Contractor/Worker Acknowledgement.
- 2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

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

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

E. Signatures.

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

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

IN WITNESS WHEREOF, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

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

6
RESOLUTION NO. 20-439

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS ACCEPTING AND APPROVING THE SOCIAL SERVICES BLOCK GRANT TITLE XX PLAN FOR THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR FY2021 SIGNATURE AUTHORIZATION:

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

WHEREAS, the Family Services Planning Committee approved the proposed FY2021 Social Services Block Grant (SSBG) Title XX Plan; and

WHEREAS, yearly signature by the Board of County Commissioners on the SSBG Title XX Plan is required in rule 5101:2 of the Ohio Administrative Code; and

WHEREAS, the Director of Job & Family Services recommends approval of the FY2021 signature

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authorization by the Delaware County Board of Commissioners on the SSBG Title XX Plan;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the FY2021 signature authorization on the SSBG Title XX Plan.

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

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

7

RESOLUTION NO. 20-440

9:45 A.M. RECONVENING OF PUBLIC HEARING, UNDER CHAPTER 349 OF THE REVISED CODE, ON APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to reconvene the hearing at 9:51 A.M..

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

7 continued

RESOLUTION NO. 20-441

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio.

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

7 continued

RESOLUTION NO. 20-442

IN THE MATTER OF CLOSING THE PUBLIC HEARING UNDER CHAPTER 349 OF THE REVISED CODE, ON APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to continuing the hearing until 9:53 A.M.

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

7 continued

RESOLUTION NO. 20-443

RESOLUTION APPROVING THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Concord/Scioto Development, LLC, as developer of the Concord/Scioto Community Authority (the “Authority”), filed an application (the “Application”) on February 6, 2020, with the Board of County Commissioners of Delaware County, Ohio (the “Board”) to add certain parcels of real property controlled by Concord/Scioto Development, LLC to the territory comprising the Authority (the “District”) and to amend the petition (the “Petition”) as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Application was determined to be sufficient, in form and substance, by this Board by adoption of Resolution No. 20-151 on February 13, 2020; and

WHEREAS, this Board is the “organizational board of commissioners,” as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

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WHEREAS, on March 16, 2020, and pursuant to Section 349.03(A) of the Revised Code, the Board opened and continued to April 16, 2020, and subsequently opened and continued again to May 21, 2020, a public hearing on the Application after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code;

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

Section 1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Ohio Revised Code.

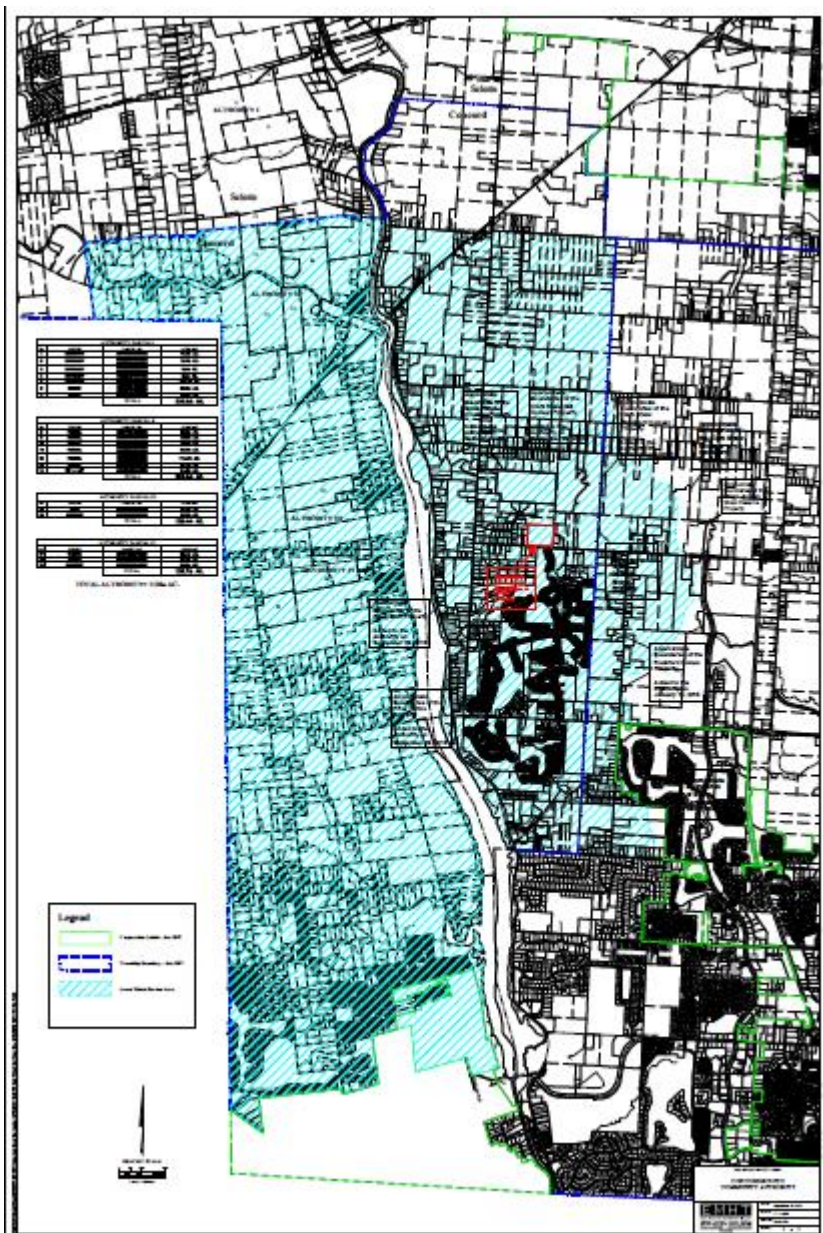
Section 2. The Application is hereby accepted and shall be recorded, along with this Resolution, in the Journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.

Section 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.

Section 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

EXHIBIT A



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

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ADMINISTRATOR REPORTS

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Mike Frommer, County Administrator

- The Revolving Loan Fund application was submitted to the State on Monday.
- Yesterday the Governor revised the Stay Safe at home order to become an urgent health advisory. Today we will have a call with the other elected officials to discuss what will look like for them.

9

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- No reports

Commissioner Merrell

- Met with the Regional Planning executive committee virtually yesterday morning.
- The Legislative Update will happen virtually tomorrow afternoon.
- The TID will meet next Wednesday.
- The flooding that occurred in downtown Delaware Tuesday morning reiterates the need for everyone to shop locally.
- The COYC commissioner meeting will happen this afternoon virtually.
- In the theme of things getting back to normal was able to get a haircut and see the dentist this week.

Commissioner Benton

- The COYC board will meet today
- The flooding downtown was reminiscent of when his father's furniture store flooded and they had to move furniture to the second floor.
- Monday is Memorial Day. Please take the time to remember those who have fallen for our freedoms.

10

RESOLUTION NO. 20-444

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; 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; to consider the purchase of property for public purposes; to consider the sale of property at competitive bidding; for pending or imminent litigation.

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

RESOLUTION NO. 20-445

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

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Jeff Benton

Jennifer Walraven, Clerk to the Commissioners