

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 18, 2020

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

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

**1**  
**RESOLUTION NO. 20-522**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 15, 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 June 15, 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. 20-523**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0617 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0617:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0617, memo transfers in batch numbers MTAPR0617 and Purchase Orders as listed below:

| <u>Vendor</u>       | <u>Description</u>                | <u>Account</u>                                  | <u>Amount</u>                    |
|---------------------|-----------------------------------|---|----------------------------------|
| <b>PO' Increase</b> |                                   |   |                                  |
| HD Supply/USA Blue  | Lab Steam Scrubber OECC           | 66211900-5450                                   | \$7,412.00                       |
| <b>PR Number</b>    | <b>Vendor Name</b>                | <b>Line Description</b>                         | <b>Account      Amount</b>       |
| R2003228            | MOBILE HEALTH RESOURCES           | EMS SURVEYS                                     | 10011303 - 5301      \$5,300.00  |
| R2003293            | CHILDRENS HOSPITAL MEDICAL CENTER | PLACEMENT CARE = FCFC                           | 70161605 - 5342      \$42,000.00 |
| R2003489            | VARIOUS JFS KPI                   | KINSHIP FP COVID19 FUND                         | 22511607 - 5348      \$50,000.00 |
| R2003503            | VARIOUS JFS BOARD AND CARE        | FOSTER PARENT COVID 19 RELIEF FUNDS             | 22511607 - 5348      \$10,000.00 |
| R2003518            | M TECH COMPANY                    | LIFT ASSEMBLY TO RAISE CAMERA HEAD ABOVE FLOW   | 66211900 - 5450      \$7,074.55  |
| R2003524            | DLZ OHIO INC                      | HYATTS ROAD PUMP STATION IMPROVEMENTS PROJECT - | 66711900 - 5410      \$24,883.00 |
| R2003525            | DLZ OHIO INC                      | CONSTRUCTION MATERIALS TESTING                  | 66711900 - 5410      \$24,842.50 |
| R2003528            | BUCKEYE STATE PIPE &              | FORCE MAIN REPAIR PARTS - RSD                   | 66211900 - 5292      \$7,500.00  |
| R2003534            | TREASURER,STATE OF OHIO           | SURFACE PROS SURFACE LAPTOPS                    | 22311611 - 5260      \$6,315.25  |
| R2003538            | TREASURER,STATE OF OHIO           | SURFACE PROS SURFACE LAPTOPS                    | 22511607 - 5260      \$7,915.25  |

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

**3**  
**RESOLUTION NO. 20-524**

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S**

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OFFICE TRANSPORT REPORT FOR THE MONTH OF MAY 2020:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for May 2020;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for May 2020.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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

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

**4**  
**RESOLUTION NO. 20-525**

**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, SAFELY HOME INC., AND BUCKEYE RANCH INC.:**

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 Safely Home, Inc. and Buckeye Ranch, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendments for child care placement providers with Safely Home, Inc. and Buckeye Ranch, Inc.:

**Safely Home, Inc.**

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

This Second Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 18<sup>th</sup> day of June, 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, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Safely Home, Inc. (hereinafter “Provider”) whose address is 121 Center Road, Bedford, Ohio 44146 (hereinafter collectively the “Parties”).

WHEREAS, the Parties entered into the Contract for Residential Treatment Care Services (“Contract”) on September 9, 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.

**Buckeye Ranch, Inc.**

**Third 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 Third Amendment of the Contract For The Provision of Residential Treatment Care Services is entered into this 18th day of June, 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, 2<sup>nd</sup> 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. Appendix I to Amendment # 2 to the Contract, titled Per Diem Rates for Buckeye Ranch, shall no longer apply.
- B. Per diem rates for the service period July 1, 2020 through June 30, 2021 are summarized in the table below:

| Service Level | Provider # | Maintenance | Administration | Other   | Total    |
|---------------|------------|-------------|----------------|---------|----------|
| Level I       | 30176      | \$28.75     | \$31.00        | \$10.30 | \$70.05  |
| Level II      | 30177      | \$44.83     | \$31.53        | \$8.27  | \$84.63  |
| Level III     | 30178      | \$55.47     | \$47.54        | \$13.98 | \$116.99 |
| Level IV      | 30179      | \$64.22     | \$47.56        | \$0.24  | \$112.02 |

2. Signatures

Any person executing this Third Amendment in a representative capacity hereby warrants that he/she has authority to sign this Third Amendment or has been duly authorized by his/her principal to execute this Third 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, the Second Amendment, and this Third Amendment, the terms of this Third Amendment shall prevail.

4. Terms of Agreement Unchanged

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

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

**S  
RESOLUTION NO. 20-526**

**IN THE MATTER OF APPROVING THE CONTRACT AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE DELAWARE COUNTY TRANSIT BOARD FOR TRANSPORTATION SERVICES:**

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

WHEREAS, the Director of Jobs & Family Services recommends approval of the following contract amendment between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware County Transit Board for Transportation Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following contract amendment between the Delaware County Board of Commissioners, the Delaware County Department of Job and Family Services, and the Delaware County Transit Board for Transportation Services:

**First Amendment  
To  
Contract for the Purchase of  
Transportation Services  
Between  
Delaware County Board of County Commissioners  
And  
Delaware County Transit Board**

This First Amendment of the Contract For The Provision of Transportation Services is entered into this 18<sup>th</sup> day of June, 2020 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter “Agency”) whose address is 145 North Union Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Delaware County Transit Board (hereinafter “Provider”) whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter collectively the “Parties.”).

**WHEREAS**, the Parties entered into the Contract for Transportation Services on June 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 service period shall be extended through June 30, 2021.
  - B. Service Contract Standards, dated 06/03/19, shall no longer apply to the contract effective July 1, 2020.
  - C. Contract Negotiated Points, dated 06/03/19, shall no longer apply to the contract effective July 1, 2020.
  - D. Terms specified in Appendix I, titled Service Contract Standards, dated 05/27/20, shall apply for the service period July 1, 2020 through June 30, 2021.
  - E. Vehicles listed in Appendix II, titled Vehicles Available for Service Contract Between DCTB and DCDJFS, dated 05/27/20, shall apply for the service period July 1, 2020 through June 30, 2021
  - F. The contract maximum for the service period July 1, 2020 through June 30, 2021 shall be \$140,000.
  
2. Signatures
 

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.

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- 3. Conflicts  
 In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.
- 4. Terms of Agreement Unchanged  
 All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

**Appendix I**  
**SERVICE CONTRACT STANDARDS**  
 Revised 5/27/20

**DEFINITIONS**

**Annual Client/Customer Contract:** A transportation service agreement between DCT and an agency or company that desires transportation for their clients or customers on an on-going basis with trips occurring at least monthly.

**Trip:** A one-way reserved and scheduled trip request

**Flat Trip Fee:** A fee charged for each reserved and scheduled trip request. Trips of 0-5 miles will only be billed this flat trip fee.

**Mileage Charge:** A per mile charge for each additional mile in a trip over 5 miles. Trips over 5 miles will be charged the per mile rate for each mile over 5 miles in addition to the Flat Trip Fee.

**No-Penalty Cancellation:** A cancellation that occurs before 12:00 p.m. noon of the day prior to the scheduled trip date.

**Same-Day Cancel:** A cancellation that occurs after 12:00 p.m. noon the day prior to the scheduled trip.

**No-Show:** A cancellation that occurs within one hour prior to the scheduled trip or the passenger does not board the vehicle upon arrival.

**Wait Time:** Upon arrival for a passenger’s initial pick up, the vehicle will wait 5 minutes. If the passenger does not board the vehicle after 5 minutes, the vehicle will pull away, the trip will be marked a no show, and the return trip will be cancelled. Upon arrival for a passenger’s return pick up, if he/she does not board the vehicle after 5 minutes, but still needs a return trip at a later time, the trip will be marked a no show, the flat trip fee will be charged, and a separate and additional trip will be scheduled (within DCT operating hours only) and will be charged a flat trip fee, plus additional mileage if necessary.

**Loaded:** A passenger is physically on board the vehicle.

**Unloaded:** A passenger is not physically on board the vehicle.

**Personal Care Attendant (PCA):** An additional passenger that is required to accompany the primary passenger for assistance due to a physical or cognitive impairment where the primary passenger and the PCA both have the same origin and destination point.

**Companion:** An additional passenger that accompanies the primary passenger where the primary passenger and the Companion have the same origin and destination point. IE: A child traveling with his/her parent.

**Suspension:** Passengers will receive 2 points for a no show and 1 point for a same-day cancel. If a passenger reaches 4 penalty points within 30 calendar days, he/she is suspended from riding DCT for 3 weeks or he/she can pay a \$25 fee to restore riding privileges.

**STANDARD BILLING RATES (Annual Client Contracts)**

**Flat Trip Fee:** \$12.50 for each reserved and scheduled trip

**Mileage Charge:** \$2.00 per each additional mile in a trip over 5 miles

**PCA** No Charge

**Companion** No charge for up to two companions when the origin and destination is the same as the primary passenger. Additional companions treated as an additional trip

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APPLICABLE DCT POLICIES AND DOCUMENTS

|                     |  |
|---------------------|--|
| Vehicle Maintenance | Vehicles used to support this contract shall be maintained in accordance with Delaware County Transit Board Vehicle Maintenance Policy, dated 2/15/17. |
| Vehicle Fleet       | Delaware County Transit Board vehicles summarized in the vehicle spreadsheet, dated 5/27/20, shall be available to provide service for this contract.  |
| Safety and Security | The Delaware County Transit Board Safety and Security Emergency and Disaster Policy, revised March 2019, shall apply to this contract.                 |

Appendix II  
Vehicles Available for Service Contract Between DCTB and DCDJFS  
Revised 05/27/20

| Make           | Model | VehicleType | Serial Number      | Purchase Date | Current | Purchase Cost | Estimated Disposition | Vehicle Year | Seating Capacity |
|----------------|-------|-------------|--------------------|---------------|---------|---------------|-----------------------|--------------|------------------|
| Goshen/Ford    | E450  | LTV/CDL     | 1FDFE4FS2BDA41250  | 6/21/2011     | 8.94    | \$62,297.00   | 7/1/2016              | 2011         | 16 + 2 or 4 w/c  |
| Goshen/Ford    | E450  | LTV/CDL     | 1FDFE4FS4BDA41251  | 6/21/2011     | 8.94    | \$62,297.00   | 7/1/2016              | 2011         | 16 + 2 or 4 w/c  |
| Goshen/Ford    | E450  | LTV/CDL     | 1FDFE4FS19DDA64222 | 5/21/2013     | 7.02    | \$69,090.00   | 5/21/2018             | 2013         | 16 + 2 or 4 w/c  |
| Goshen/Ford    | E450  | LTV/CDL     | 1FDFE4FS7DDA64221  | 5/21/2013     | 7.02    | \$69,090.00   | 5/21/2018             | 2013         | 16 + 2 or 4 w/c  |
| Champion       | E350  | LTN         | 1FDEE3FL8EDA34287  | 2/14/2014     | 6.28    | \$57,979.00   | 2/14/2019             | 2014         | 8+2              |
| Champion       | E350  | LTN         | 1FDEE3FLXEDA34288  | 2/14/2014     | 6.28    | \$57,979.00   | 2/14/2019             | 2014         | 8+2              |
| Goshen/Ford    | E450  | LTV/CDL     | 1FDFE4FS8EDA37983  | 2/26/2014     | 6.25    | \$68,750.00   | 2/26/2019             | 2013         | 16 + 2 or 4 w/c  |
| Chevy          |       | Pickup      | 1GC2KUEG0FZ515889  | 1/8/2015      | 5.39    | \$33,059.00   |                       | 2015         |                  |
| Champion/Ford  | E350  | LTV/Non-CD  | 1FDEE3FS2GDC24080  | 1/14/2016     | 4.37    | \$67,207.00   | 1/14/2021             | 2016         | 10 + 3           |
| Champion/Ford  | E350  | LTV/Non-CD  | 1FDEE3FS4GDC24081  | 1/14/2016     | 4.37    | \$67,207.00   | 1/14/2021             | 2016         | 10 + 3           |
| Champion/Ford  | E350  | LTV/Non-CD  | 1FDEE3FS6GDC24082  | 1/14/2016     | 4.37    | \$67,207.00   | 1/14/2021             | 2016         | 10 + 3           |
| Champion/Ford  | E350  | LTV/Non-CD  | 1FDEE3FS8GDC24083  | 1/14/2016     | 4.37    | \$67,207.00   | 1/14/2021             | 2016         | 10 + 3           |
| Goshen Coach   | E450  | LTV         | 1FDFE4FS9HDC35332  | 4/6/2017      | 3.14    | \$71,619.00   | 4/6/2022              | 2017         | 14+2             |
| Goshen Coach   | E450  | LTV         | 1FDFE4FS0HDC35333  | 4/6/2017      | 3.14    | \$71,619.00   | 4/6/2022              | 2017         | 14+2             |
| Goshen Coach   | E350  | LTV         | 1FDEE3FS7HDC03145  | 4/6/2017      | 3.14    | \$68,880.00   | 4/6/2022              | 2017         | 10+2             |
| Goshen Coach   | E350  | LTV         | 1FDEE3FS5HDC12801  | 4/6/2017      | 3.14    | \$68,880.00   | 4/6/2022              | 2017         | 10+2             |
| Starcraft/Ford | E450  | LTV/CDL     | 1FDFE4FS9HDC78875  | 7/16/2018     | 1.87    | \$77,660.00   | 7/16/2023             | 2018         | 16+2             |
| Starcraft/Ford | E450  | LTV/CDL     | 1FDFE4FS7HDC78874  | 7/16/2018     | 1.87    | \$77,660.00   | 7/16/2023             | 2018         | 16+2             |
| Starcraft/Ford | E350  | LTV         | 1FDEE3FS2HDC78836  | 7/16/2018     | 1.87    | \$75,906.00   | 7/16/2023             | 2018         | 12+2             |
| Starcraft/Ford | E350  | LTV         | 1FDEE3FS5HDC78832  | 7/16/2018     | 1.87    | \$75,906.00   | 7/16/2023             | 2018         | 12+2             |
| Starcraft/Ford | E350  | LTV         | 1FDEE3FS4HDC78840  | 7/16/2018     | 1.87    | \$75,906.00   | 7/16/2023             | 2018         | 12+2             |
| Gillig         |       | 30' Bus     | 15GGE2718K3093550  | 5/31/2019     | 0.99    | \$440,708.00  | 5/31/2026             | 2019         | 26+2             |

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

**6**  
**RESOLUTION NO. 20-527**

**IN THE MATTER OF EXTENDING AN EXCISE TAX ON THE LODGING OF TRANSIENT GUESTS FOR THE BENEFIT OF THE DELAWARE COUNTY FAIRGROUNDS:**

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

**WHEREAS**, pursuant to section 5739.09(T) of the Ohio Revised Code, a board of county commissioners of an eligible county, by resolution adopted by a majority of the members of the board, may levy an excise tax at the rate of up to three per cent on transactions by which lodging by a hotel is or is to be furnished to transient guests for the purpose of paying the costs of permanent improvements at sites at which one or more agricultural societies conduct fairs or exhibits, paying the costs of maintaining or operating such permanent improvements, and paying the costs of administering the tax; and

**WHEREAS**, Delaware County is an “eligible county” as defined in section 5739.09(T) of the Ohio Revised Code because the Delaware County Agricultural Society, which is organized under section 1711.01 of the Ohio Revised Code, owns the site within Delaware County that hosts the Little Brown Jug, an annual harness horse race where one-day attendance equals at least forty thousand attendees; and

**WHEREAS**, on November 19, 2015, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 15-1386, proceeding with the submission of the question of levying an excise tax on the lodging of transient guests for the benefit of the Delaware County Fairgrounds; and

**WHEREAS**, the question was submitted to the electors of Delaware County at the election held on March 15, 2016, whereupon a majority of the electors voting thereon voted in the affirmative for the tax, which then took effect for a period of five years; and

**WHEREAS**, section 5739.09 of the Revised Code has been amended to authorize the Board to extend the excise tax for an additional period of time not to exceed fifteen years by a resolution adopted by a majority of the



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members of the Board, further providing that a resolution extending the period of time for which the tax is in effect is not subject to approval of the electors of the county, but is subject to referendum under sections 305.31 to 305.99 of the Revised Code; and

**WHEREAS**, the Board has before it a request from the Delaware County Agricultural Society to extend the excise tax for a period of fifteen years;

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Delaware County, Ohio (the "Board"), a majority of the full membership thereof concurring, that the Board hereby extends the excise tax at the rate of three percent on transactions by which lodging by a hotel is or is to be furnished to transient guests for the purpose of paying the costs of permanent improvements at the Delaware County Fairgrounds, paying the costs of maintaining or operating such permanent improvements, and paying the costs of administering the tax, said tax being authorized by section 5739.09(T) of the Ohio Revised Code, provided that this Resolution shall not go into effect until the referendum period has passed or, if a referendum petition is filed, unless it is approved by a majority of the electors voting upon it;

**BE IT FURTHER RESOLVED**, that the extension shall be for fifteen (15) years, and such extension will commence immediately upon the expiration of the original time period for the excise tax;

**BE IT FURTHER RESOLVED**, that 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.

Except as stated herein, this Resolution shall be in full force and effect immediately upon adoption.

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

**7**

**RESOLUTION NO. 20-528**

**IN THE MATTER OF APPROVING A DELAWARE COUNTY REVOLVING LOAN FUND COOPERATIVE AGREEMENT BY AND AMONG DELAWARE COUNTY, OHIO; THE DELAWARE COUNTY FINANCE AUTHORITY; AND BUCKEYE STATE BANK; AND APPROVING A PURCHASE ORDER AND VOUCHER TO THE DELAWARE COUNTY FINANCE AUTHORITY:**

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

**WHEREAS**, due to the worldwide COVID-19 pandemic affecting national, state and local economies, small businesses located within Delaware County are experiencing significant cash flow and operating funds shortages and are struggling to remain in operation; and

**WHEREAS**, the Delaware County Board of Commissioners (the "Board"), along with its state, local, and private sector partners, recognizes the need for a revolving loan fund to assist these small businesses during this time of crisis; and

**WHEREAS**, Delaware County has appropriated up to \$2,500,000 in funding for the revolving loan fund and, pursuant to section 505.703 of the Revised Code, has received contributions to the fund from Liberty Township and Orange Township, each in the amount of \$250,000; and

**WHEREAS**, pursuant to section 4582.25 of the Revised Code, the Board may appropriate and expend public funds to finance or subsidize the operation and authorized purposes of a port authority; and

**WHEREAS**, the Board has determined that the Delaware County Finance Authority, with its stated purposes of enhancing, fostering, and aiding economic development, is the appropriate entity through which to administer the revolving loan fund;

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

Section 1. The Board hereby approves a Delaware County Revolving Loan Fund Cooperative Agreement by and among Delaware County, Ohio; the Delaware County Finance Authority; and Buckeye State Bank, in substantially the form attached hereto.

Section 2. The Board hereby approves the purchase order and voucher to the Delaware County Finance Authority in the amount of \$3,000,000 from Organizational Key 10011170-5365.

Section 3. This Board finds and determines that all formal actions of this Board and any of its committees

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concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

**DELAWARE COUNTY REVOLVING LOAN FUND COOPERATIVE AGREEMENT**

This Delaware County Revolving Loan Fund Cooperative Agreement (the "Agreement") is made effective this 18th day of June, 2020 (the "Effective Date") by and among **DELAWARE COUNTY, OHIO**, a county and political subdivision of the State of Ohio, through its Board of County Commissioners (the "County"); the **DELAWARE COUNTY FINANCE AUTHORITY**, a port authority formed and existing under the laws of the State of Ohio (the "DCFA"); and **BUCKEYE STATE BANK**, an Ohio state chartered bank ("Buckeye State").

**RECITALS:**

- A. The County, through Resolution No. 20-414, passed May 14, 2020 by the Board of County Commissioners, established the Delaware County Revolving Loan Fund (the "Fund")<sup>1</sup>. The purpose of the Fund is to provide assistance to small businesses in the County through low-interest loans.
- B. The pool of money available to the Fund to make loans to eligible businesses is to be comprised of contributions from various political subdivisions in the County and other governmental entities, including the County and the DCFA (each a "Contribution" and collectively, the "Contributions").
- C. The County desires to pay Contributions to DCFA as they are received by the County, with DCFA then depositing the Contributions into a depository account at Buckeye State. Buckeye State will act as the lender for loans administered through the Fund.
- D. The parties hereto desire to execute this Agreement to set forth the process through which Contributions are received and deposited.

**NOW, THEREFORE**, the parties hereto agree as follows:

Section 1. Establishment of Depository Account. DCFA and Buckeye State shall cooperate for the establishment of a depository account with Buckeye State (the "Account") to receive Contributions. The Account shall be in the name of DCFA, and shall be administered under the terms applicable to other commercial accounts held by Buckeye State and agreed to by separate agreement between DCFA and Buckeye State.

Section 2. Deposit of Contributions. The County's initial Contribution shall be \$2,500,000, and the County has accepted or will accept Contributions in the amount of \$250,000 each from Liberty Township and Orange Township. Upon approval of this Agreement, the County shall pay these initial Contributions in the total amount of \$3,000,000 to the DCFA for deposit into a separate account to be maintained by DCFA for this purpose. DCFA shall then deposit such Contributions into the Account within five (5) business days after receipt of the Contributions from the County. No later than five (5) business days following the receipt of any additional Contributions by the County, the County shall pay such Contributions to DCFA for deposit into the separate account to be maintained by DCFA for this purpose. DCFA shall then deposit such Contributions into the Account within five (5) business days after receipt of the Contributions from the County.

Section 3. Fund Compliance. Buckeye State, the County and the DCFA shall administer the Fund pursuant to and in accordance with the Delaware County Revolving Loan Fund Committee Policies & Guidelines, and the exhibits thereto (collectively referred to herein as the "Guidelines," which are attached hereto and, by this reference, fully incorporated herein). The Guidelines, along with various documents approved and executed by Buckeye State, DCFA, the County, parties making Contributions and/or the loan recipients, including, but not limited to, the form of Memorandum of Understanding prepared by the County for use in connection with Contributions shall be collectively referred to herein as the "Loan Documents." The parties hereto acknowledge and agree that the determination regarding which applicants receive loans from the Fund shall be made by Buckeye State and the County's loan review committee, as further described in the Guidelines. In the event that any provision of this Agreement or the documents incorporated herein conflicts with any provision of the Loan Documents, the language of the Loan Documents shall control.

Section 4. Certain Representatives and Warranties of the County. The County represents and warrants as of the Effective Date that:

- (a) It is a county and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

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<sup>1</sup> The Fund was formally established as an organization key within the County General Fund, pursuant to Resolution No. 20-520, adopted on June 15, 2020.



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- (b) It has duly authorized the execution, delivery, observance and performance of this Agreement.
- (c) This Agreement was approved by the Board of County Commissioners pursuant to Resolution No. 20-528, passed June 18, 2020, and such legislation has not been amended, modified or repealed, and is in full force and effect.

Section 5. Certain Representations and Warranties of the DCFA. The DCFA represents and warrants as of the Effective Date that:

- (a) It is a port authority and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.
- (b) It has duly authorized the execution, delivery, observance and performance of this Agreement.
- (c) This Agreement was approved by the DCFA Board of Directors pursuant to Resolution No. 20-021, passed June 15, 2020, and such legislation has not been amended, modified or repealed, and is in full force and effect.

Section 6. Certain Representations and Warranties of Buckeye State. Buckeye State represents and warrants as of the Effective Date that:

- (a) It is an Ohio state chartered bank, validly existing and in full force and effect under the laws of the State of Ohio.
- (b) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and act as the lender for the Fund pursuant to the Loan Documents.
- (c) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this, or if successful would materially impair its ability to perform its obligations under this Agreement and the Loan Documents.

Section 7. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

To the County: Delaware County, Ohio  
Economic Development & Chair of RLF  
101 N. Sandusky Street  
Delaware, Ohio 43015  
Attn: Director of Economic Development & Chair of RLF

With a copy to: Aric I. Hochstettler, Staff Attorney  
Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015

To the DCFA: Delaware County Finance Authority  
101 N. Sandusky Street  
Delaware, Ohio 43015  
Attn: Chair

With a copy to: Chris L. Connelly  
Taft Stettinius & Hollister LLP  
65 E. State Street, Suite 1000  
Columbus, Ohio 43215

To Buckeye State: Buckeye State Bank  
9494 Wedgewood Boulevard

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Powell, Ohio 43065  
Attn: Shawn Keller, President, CEO and Director

With a copy to: Thompson, Dunlap & Heydinger, Ltd.  
Attn: Josh Stolly  
1111 Rush Avenue  
Bellefontaine, Ohio 43311

Section 8. Miscellaneous.

- (a) Successors; Assignment; Amendments. This Agreement is binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the consent of the other parties, which consent shall not be unreasonably withheld. This Agreement may only be amended by written instrument executed by all parties to this Agreement.
- (b) Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity, and (i) neither the Commissioners nor any County official executing this Agreement, (ii) neither the DCFA nor any DCFA official executing this Agreement, or (iii) any individual person executing this Agreement on behalf of Buckeye State, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the County, the DCFA or Buckeye State contained in this Agreement.
- (c) Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.
- (d) Entire Agreement and Invalidity. This Agreement constitutes the entire agreement among the parties with respect to the matters covered herein and supersedes prior agreements and understandings among the parties. This Agreement shall be construed as a whole, and not for or against any party. Should any provision of this Agreement be declared or determined to be null, void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect, and said null, void, inoperative, illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
- (e) Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the County, its employees, contractors, subcontractors and agents, the DCFA, its employees, contractors, subcontractors and agents, and Buckeye State, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Delaware, State of Ohio.

**IN WITNESS WHEREOF**, the County, the DCFA and Buckeye State have caused this Delaware County Revolving Loan Fund Cooperative Agreement to be executed in their respective names by their duly authorized officers as of the Effective Date.

**DELAWARE COUNTY, OHIO**

Approved as to form:

By: \_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Staff Attorney

By: \_\_\_\_\_  
County Commissioner

By: \_\_\_\_\_  
County Commissioner

**DELAWARE COUNTY FINANCE AUTHORITY**

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By: \_\_\_\_\_  
\_\_\_\_\_

Printed: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
-

**BUCKEYE STATE BANK**

By: \_\_\_\_\_  
\_\_\_\_\_

Printed: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
-

**FISCAL OFFICER'S CERTIFICATE**

As fiscal officer for Delaware County, Ohio, I hereby certify that funds sufficient to meet the obligations of the County in this Agreement (including specifically the funds required to meet the obligations of the County in the year 2020) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. The County has no obligation to make payments pursuant to this Agreement except from Contributions, which Contributions are in the process of collection. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq. I also certify that it has been confirmed with the Ohio Auditor of State that the Delaware County Finance Authority and Buckeye State Bank have no unresolved findings for recovery issued against them by the State of Ohio.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Delaware County Auditor

Purchase Request: R2003530

**FISCAL OFFICER'S CERTIFICATE**

As fiscal officer for the Delaware County Finance Authority, I hereby certify that funds sufficient to meet the obligations of the DCFA in this Agreement (including specifically the funds required to meet the obligations of the DCFA in the year 2020) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. The DCFA has no obligation to make payments pursuant to this Agreement except from Contributions, which Contributions are in the process of collection. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Fiscal Officer  
Delaware County Finance Authority

***RLF Committee Guidelines***

**DELAWARE COUNTY REVOLVING LOAN FUND COMMITTEE  
POLICIES & GUIDELINES**

**Overview**

The County has acknowledged that due to the nationwide COVID-19 pandemic, businesses across all communities are being affected. Meeting payroll, lease/rent payments, and debt obligations are becoming more and more of a struggle, and businesses are facing the reality of not being able to continue their operations. Delaware County is certainly no exception, and the small businesses that are such a vital piece of our local economy are being affected the most. The Delaware County Board of Commissioners (the "County") and its local and statewide public and private partners are working hard to address the effects on our local economy, as it is critical to not only the region but the state as a whole.

According to a recent survey of businesses located in Delaware County, approximately 40% of employees

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have been temporarily let go, with approximately 54% of those being permanent staff reductions. Additionally, approximately 55% of businesses stated that they have outstanding loan payments, and approximately 20% of those have been forced to stop making their loan payments.

Delaware County has been and continues to be a premier community to live and work in, and a number of efforts are underway to ensure that continues to be the case. A revolving loan fund (the "RLF") has been created by the County to assist small businesses. The County has partnered with Buckeye State Bank to help in the administration and management of this loan. The fund will receive oversight and administration by local officials and professionals and will be structured to help the greatest number possible.

**Revolving Loan Fund Creation**

To date, a variety of local jurisdictions and entities (the "Partners") have joined the County in the funding of this RLF. A request for matching grant funds to what has or will be raised by the local entities has been submitted by the County to JobsOhio.

The Delaware County Finance Authority (DCFA) has or will establish a fund (the "Fund") with Buckeye State Bank (the "Bank"). In doing so, the DCFA has taken or will take all necessary steps to legally create and invest in the Fund. The monies received from the Partners will be pooled together into this Fund.

The Townships will provide payment to the County to support economic development activities. The County will provide equal payment to the DCFA. The DCFA must use the funds provided by the County for the Fund. The contribution by the Delaware County Clerk of Courts, through its Clerk of Courts' Certificate of Title Administration Fund which is generated through fees paid to the Clerk of Courts, will be transferred to the County General Fund and then appropriated to the DCFA for addition to the Fund. Additional funds secured from both private and public sources will need to be allocated to the Fund in a manner that best meets the needs of the Fund as determined by the committee (as described below), while adhering to the Ohio Revised Code.

**Committee Creation**

The abovementioned county loan review committee (the "Committee") will be established in a manner that addresses it as a public body and it will adhere appropriately to those requirements, including, but not limited to, applicable public records, open meetings, and ethics laws of the State of Ohio. The Committee shall be subject to the County Public Records Policy, applicable Records Retention Schedules, and Ethics/Conflicts of Interest Policy.

The Committee will consist of the County Administrator, the County Economic Development Director, the Chair of the Revolving Loan Fund, and four other members to be appointed by the County.

The four other members will be chosen based on the first four entities that contribute \$250,000 or more to the Fund. The Committee reserves the right to increase the number of Committee Members if additional Partners wish to contribute to the fund and have a Committee seat. In order to increase the Committee seats there must be a majority vote to add a seat.

The Committee is authorized to begin recommending loans as soon as funds have been secured, allowing for necessary legal actions to have been taken.

The Committee is considered to be in place upon adoption of County Resolution No. 20-414, attached as "Exhibit A" hereto.

The County Administrator and County Economic Development Director are permanent members on the Committee.

The position held by the Chair of the Revolving Loan Fund will transfer to the individual serving as the County Treasurer as of January 1st, 2022. Upon transfer, the seat will permanently belong to the County Treasurer and be a permanent member of the Committee.

The other four seats will serve two (2) terms at three (3) years each term, and will then be reappointed by the community that the seat serves.

A majority vote of the Committee will direct the bank to proceed with issuing an approval or denial of a loan request.

If a tie vote occurs, the Chair of Delaware County Finance Authority will issue the tie breaking vote.

**Revolving Loan Fund Administration**

The Fund will be operated in the following manner:

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- 1) The Bank will receive applicants that are interested in the Fund.
- 2) The Bank will review the requests for funding based on the attached "Exhibit B".
- 3) If the Bank approves a loan, the applicant's request will be forwarded to the Committee for further consideration.
- 4) The Committee will review the request and provide a determination of support based on the information provided by the Bank and its own evaluation. The Bank evaluation sheets are included in "Exhibit B".
- 5) The Committee will use its evaluation sheets, in conjunction with the Bank, to determine what loans should be issued. The Committee score sheet is attached as "Exhibit C".
- 6) The Committee shall apply the score sheet to loan applications as follows:
  - a. Type of Business – Is it in a designated industry?
  - b. Is it in the County?
  - c. Is it in a preferred jurisdiction? – Reference the Committee score sheet attached hereto as "Exhibit C"
  - d. Contributing Partners do not experience any negative points due to their population size.
  - e. Each contributing Partner has the amount of its Contribution allocated to its jurisdiction/community for the initial five-year period of the Fund, and these community-allocated funds are eligible for the "Contributing Jurisdiction" bonus points on the score sheet attached hereto as Exhibit C. A contributing Partner may waive its allocated funds and bonus points or reallocate them to another jurisdiction/community. Notwithstanding the foregoing, the County shall allocate its bonus points on a first-come, first served basis.
  - f. Any applicant that has received a loan from another local government loan fund may have its application placed on hold in order to prioritize funding assistance to those applicants that have been unable to secure local financial support. This provision shall not apply to grant awards.
  - g. Any applicant whose loan application is approved shall be required to withdraw any pending applications submitted to other local government loan funds. Failure to withdraw other pending applications shall constitute cause for a loan approval to be terminated or for a loan to be subject to immediate repayment in full.
- 7) If approved by the County, the Bank will continue the process going forward.
- 8) The Committee has the right to vote on a freeze on the issuance of loans after \$400,000 of net loan losses have occurred. "Net loan losses" are defined as gross loan charge-offs plus collection expenses less loan recoveries.
- 9) The first \$250,000 of funds contributed by each of the four partners will be viewed as backing the debt issuances of the Fund. Orange Township, Liberty Township and the DCFA will serve as the initial backing of the Fund. They will provide up to \$750,000 in net loan losses coverage. The three organizations will equally share any net loan losses that may occur during or as a result of the issuance of loans up to \$750,000. The County will serve as backing for the Fund for net loan losses from \$750,000 to \$1,000,000. The Bank will assume any net loan losses over \$1,000,000.
- 10) If JobsOhio or any other party contributes funds to the program those funds will be used to cover any financial losses that may occur until those funds are expended. Once those funds have been expended the structure listed in "9)" will operate until \$1,000,000 in coverage is secured.

**Removal of Funds**

Contributions to the Fund will not be eligible for transfer out of the Fund for a minimum of five (5) consecutive years unless the RLF does not issue a loan for one (1) year and all existing loans have been repaid and all obligations have been addressed, including debt coverage for all parties.

At five (5) years, partners may evaluate the removal of the funds that they have contributed. The contributing public body has the option of removing any funds contributed (subject to all other listed restrictions). The elected public body would need to undertake a legislative action to remove their financial contribution from the Fund. The contributing party's funds must be available to allow a withdrawal of their financial contribution. The availability of funds will be based on the losses that have occurred during the loan process and current outstanding debt obligations.

No action can be taken that would put at risk any active loan or alter the risk level of the Bank or that of a partner to the Fund, including the debt coverage of a partner.

There will be no interest provided to the partners.

If a jurisdiction removes its funds, then it gives up its seat on the Committee as well as any and all rights and/or benefits secured from contributing to the Fund. However, that jurisdiction's businesses would still be eligible to apply for and receive loans based on the existing loan guidelines.

The Committee will evaluate the loan fund after five (5) years and provide a written recommendation to the Commissioners regarding if the fund should be continued in its existing format, if it should be

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transformed/restructured to better meet the current needs of the community or if it should be discontinued.

**Conflict of Interest Statement**

It is possible that during the administration of the Fund, conflicts of interest, either personal, familial, or business-related, may arise. Each Committee member is required to inform the Committee, the Commissioners, and the DCFA of any existing or potential conflicts of interest that may be relevant to any loan application submitted for the Committee’s consideration, and the Committee member with a conflict of interest shall immediately recuse herself or himself from any participation in the discussion, deliberation, or voting on the application subject to the conflict of interest. Failure to disclose conflicts of interest and/or recuse in response thereto may subject the Committee member to sanction in accordance with applicable Ohio ethics laws or Federal lending compliance regulations and shall be cause for denial or termination of the loan subject to the conflict of interest. Committee members shall be subject to the County Ethics/Conflict of Interest Policy.

*Exhibit A (2 pages)*

EXHIBIT A (2 pages)



**Delaware County Commissioners**

**Jeff Benton  
Barb Lewis  
Gary Merrell**

**County Administrator  
Michael Frommer**

**Deputy Administrator  
Dawn Huston**

**Clerk to the Commissioners  
Jennifer Walraven**

**RESOLUTION NO. 20-414**

**IN THE MATTER OF ESTABLISHING A DELAWARE COUNTY ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (RLF), COMMITTING FUNDS FOR THE RLF, DESIGNATING A COMMITTEE TO PROVIDE OVERSIGHT AND ADMINISTRATION OF THE RLF, AUTHORIZING SUBMISSION OF AN APPLICATION TO JOBSOHIO, AND AUTHORIZING THE COUNTY ADMINISTRATOR AND COUNTY ECONOMIC DEVELOPMENT DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE CREATION AND OPERATION OF THE RLF:**

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

WHEREAS, due to the worldwide COVID-19 pandemic affecting national, state and local economies, small businesses located within Delaware County are experiencing significant cash flow and operating funds shortages and are struggling to remain in operation; and

WHEREAS, the Delaware County Board of Commissioners (the "Board"), along with its state, local, and private sector partners (the "Partners"), recognizes the need for a revolving loan fund to assist these small businesses during this time of crisis; and

WHEREAS, Delaware County is committing up to \$2,500,000 in funding for the revolving loan fund and recognizes that the Partners desire to contribute various amounts of funding to the revolving loan fund; and

WHEREAS, the Board desires to designate a committee to provide oversight and administration of the revolving loan fund; and

WHEREAS, the Board desires to authorize and direct the County Administrator and County Economic Development Director to execute any and all documents necessary for the creation and operation of the revolving loan fund;

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

Section 1. Pursuant to Article VIII, Section 13 of the Ohio Constitution and section 307.07 of the Revised Code, the Board hereby establishes a Delaware County Economic Development Revolving Loan Fund (the "RLF") to assist small businesses located within Delaware County that have been affected by the COVID-19 pandemic, create or preserve jobs and employment opportunities within Delaware County, and improve the economic welfare of the people of Delaware County.

Section 2. Delaware County shall commit up to \$2,500,000 to the RLF from the Title Administration and General Funds, and the County Administrator is hereby authorized to cooperate with the County Auditor to take all actions necessary to formally establish the RLF and transfer the funds committed to the RLF.

Section 3. The County Administrator is authorized and directed to execute a request to JobsOhio for a matching grant amount to the funds committed by Delaware County and Partners.

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Section 4. A committee to oversee and administer the RLF is hereby created, consisting of the following members: Donald E. Rankey, Jr.; Michael Frommer, County Administrator; Bob Lamb, Economic Development Director; and an additional member from each of the first four (4) Partners that contributes at least \$250,000 to the RLF.

Section 5. The County Administrator and County Economic Development Director are authorized and directed to execute any and all documents necessary for the creation and operation of the RLF, including but not limited to the negotiation of an agreement with a bank to manage the RLF process, in partnership with the committee.

Section 6. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

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

I, Sarah Dinovo, Assistant Clerk to the Board of Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Commissioners of Delaware County duly adopted May 14, 2020 and appearing upon the official records of the said Board.

  
Sarah Dinovo  
Assistant Clerk to the Commissioners

Exhibit B (8 pages)

1

EXHIBIT B (8 pages)

Delaware County loan program description:

- Purpose: To provide funding to small businesses to cover up to 6 months of rent or mortgage payments and utilities.
- Loan Amount: A maximum of \$25,000; minimum loan size \$10,000.
- Rate: 4.00% fixed annum
- Term: 6 monthly interest only payments followed by 54 monthly principal and interest payments.
- Fees: \$1,000 fee, to be added to the loan amount provided total loan amount. Does not exceed \$25,000.
- Collateral: UCC filing on all business assets. May be subordinate to other debt.
- Co-Borrower(s): Any individual with greater than 20% ownership.
- Approval: BSB and DCFA's Approving Agent will make their credit decision independently. Loan approval from both parties will be required to provide the loan.

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Delaware County loan program underwriting

Date: \_\_\_\_\_

Borrower: \_\_\_\_\_ Tax ID #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: Ohio Zip code: \_\_\_\_\_  
 NAICS code: \_\_\_\_\_  
 NAICS Desc.: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_ SS #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
 CB Score: \_\_\_\_\_ CB Date: \_\_\_\_\_ Policy Exception: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_ SS #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
 CB Score: \_\_\_\_\_ CB Date: \_\_\_\_\_ Policy Exception: \_\_\_\_\_

Loan Type: Del Co loan program  
 Loan Amount: \_\_\_\_\_  
 Interest Rate: 4.00%  
 Term: 60 months  
 Monthly Pmt: \_\_\_\_\_ Principal and interest

Cash Flow Summary:

1/0/1900

|                        |       |         |
|------------------------|-------|---------|
| Gross Sales:           | _____ | \$0     |
| COGS:                  | _____ | \$0     |
| Gross Income:          | _____ | \$0     |
| Operating Expenses:    | _____ | \$0     |
| NOI:                   | _____ | \$0     |
| Annual Debt service:   | _____ | \$0     |
| Cash Flow after DS     | _____ | \$0     |
| Debt Service coverage: | _____ | #DIV/0! |

Balance Sheet Summary:

|                     |       |         |
|---------------------|-------|---------|
| Cash/liquid assets: | _____ | \$0     |
| Other Assets:       | _____ | \$0     |
| Total Assets:       | _____ | \$0     |
| Liabilities:        | _____ | \$0     |
| Equity:             | _____ | \$0     |
| DTI ratio:          | _____ | #DIV/0! |

0

|                     |       |         |
|---------------------|-------|---------|
| CF to service debt: | _____ | \$0     |
| Total annual DS     | _____ | \$0     |
| CF after DS         | _____ | \$0     |
| DSC:                | _____ | #DIV/0! |

PFS summary:

|                     |       |     |
|---------------------|-------|-----|
| Cash/liquid assets: | _____ | \$0 |
| Equity:             | _____ | \$0 |

0

|                     |       |         |
|---------------------|-------|---------|
| CF to service debt: | _____ | \$0     |
| Total annual DS     | _____ | \$0     |
| CF after DS         | _____ | \$0     |
| DSC:                | _____ | #DIV/0! |

PFS summary:

|                     |       |     |
|---------------------|-------|-----|
| Cash/liquid assets: | _____ | \$0 |
| Equity:             | _____ | \$0 |

Global Cash Flow:

|                           |       |     |
|---------------------------|-------|-----|
| Borrower NOI:             | _____ | \$0 |
| Co-Borrower Cash flow:    | _____ | \$0 |
| Total CF to Service Debt: | _____ | \$0 |

Global Balance sheet summary

|                     |       |     |
|---------------------|-------|-----|
| Cash/liquid assets: | _____ | \$0 |
| Equity:             | _____ | \$0 |

|                           |       |     |
|---------------------------|-------|-----|
| Borrower DS:              | _____ | \$0 |
| Co-Borrower Debt Service: | _____ | \$0 |
| Total Debt Service:       | _____ | \$0 |

Global DSC: \_\_\_\_\_ #DIV/0! \*minimum required 1.25x DSC Policy Exception: \_\_\_\_\_

Collateral:  
UCC on All Business Assets

Policy Exceptions:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

| Current loan exposure: |               |                    |
|------------------------|---------------|--------------------|
| Loan #:                | Loan Balance: | Loan Availability: |
| Proposed:              |               | 50                 |
| Total Exposure:        |               | 50                 |

Approval Conditions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Required Approval level: \_\_\_\_\_

\_\_\_\_\_  
Dave Schockman, VP, CCO Date:

\_\_\_\_\_  
Delaware County authorize signor: Date:

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Entity name: \_\_\_\_\_ 1/0/1900

2019

Gross Sales: \_\_\_\_\_  
 COGS \_\_\_\_\_  
 Gross Income: \_\_\_\_\_ \$0

Operating expenses \_\_\_\_\_

NOI \_\_\_\_\_ \$0

Annual debt service:  
     Proposed                 \$0  
     Loan 1  
     Loan 2  
     loan 3  
 Total Debt service: \_\_\_\_\_ \$0  
 Cash flow after DS: \_\_\_\_\_ \$0

DSC: #DIV/0!

Balance Sheet Summary:

Cash/liquid assets:  
 Other Assets:  
 Total Assets: \_\_\_\_\_ \$0

liabilities: \_\_\_\_\_

Equity: \_\_\_\_\_ \$0

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Co-borrower name: \_\_\_\_\_ 0

\_\_\_\_\_ 2019

Stated Gross Income: \_\_\_\_\_ \*exclude income received from borrower

Income tax: \_\_\_\_\_

Living expense: \_\_\_\_\_ \$0 \*\$12,000 per person

CF to service debt: \_\_\_\_\_ \$0

Debt service: \_\_\_\_\_

Total annual DS \_\_\_\_\_

CF after DS \_\_\_\_\_ \$0

DSC: **#DIV/0!**

PFS summary:

Cash/liquid assets: \_\_\_\_\_

Other Assets: \_\_\_\_\_

Total Assets: \_\_\_\_\_ \$0

liabilities: \_\_\_\_\_

Equity: \_\_\_\_\_ \$0

Outstanding revolving debt: \_\_\_\_\_ Available revolving debt: \_\_\_\_\_  
\*exclude HEQ LOC debt

Property Taxes current: \_\_\_\_\_ If No, past due amount: \_\_\_\_\_

Open or pending litigation: \_\_\_\_\_ If yes, potential liability: \_\_\_\_\_

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Co-borrower name: \_\_\_\_\_ 0

2019

Stated Gross Income: \_\_\_\_\_ \*exclude income received from borrower

Income tax: \_\_\_\_\_

Living expense: \_\_\_\_\_ \$0 \*\$12,000 per person

CF to service debt: \_\_\_\_\_ \$0

Debt service: \_\_\_\_\_

Total annual DS \_\_\_\_\_

CF after DS \_\_\_\_\_ \$0

DSC: #DIV/0!

PFS summary:

Cash/liquid assets: \_\_\_\_\_

Other Assets: \_\_\_\_\_

Total Assets: \_\_\_\_\_ \$0

liabilities: \_\_\_\_\_

Equity: \_\_\_\_\_ \$0

Outstanding revolving debt: \_\_\_\_\_ Available revolving debt: \_\_\_\_\_  
\*exclude HEQ LOC debt

Property Taxes current: \_\_\_\_\_ If No, past due amount: \_\_\_\_\_

Open or pending litigation: \_\_\_\_\_ If yes, potential liability: \_\_\_\_\_

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Contact Information:

| Borrower Name: | Ownership %: | Phone #: | Cell #: | Email: |
|----------------|--------------|----------|---------|--------|
|                | 1/0/1900     |          |         |        |
|                | 0            |          |         |        |
|                | 0            |          |         |        |

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Required docs:

Formation Documents:

- LLC: Operating Agreement
- S-Corp or C-Corp: Articles of incorporation
- Partnership: Partnership Agreement

All business owner/members with 20% or greater interest must co-sign

Borrowing entity: 2019 gross sales  
COGS  
Operating Expenses (exclude depreciation and amortization)

Co-borrowers: 2019 income/wages excluding income provide via borrowing entity  
2019 Income taxes  
Allocate living expense of \$12,000 per year

Need Business debt schedule  
Creditor, loan balance, monthly payment and collateral

Need PFS for all co-borrowers

Minimum global DSC of 1.25x

Exhibit C

EXHIBIT C

|   | Level 1      | Level 2                       | Level 3                    | Level 4                            | Total Applicant Points |
|---|--------------|-------------------------------|----------------------------|------------------------------------|------------------------|
| <b>1 Business Profile</b>   |              |                               |                            |                                    |                        |
| How long has the business been in operation in Delaware County?<br><i>scoring</i> | <1 year<br>0 | >1, <5<br>1                   | >5, <10<br>2               | 10+<br>3                           | 3                      |
| <b>Applicant Points (Mark X)</b>  |              |                               |                            |                                    |                        |
| Industry<br><i>scoring</i>  | 0            | Manufacturing/Technology<br>1 | Professional Services<br>2 | Retail/Restaurant/Hospitality<br>3 | 3                      |
| <b>Applicant Points (Mark X)</b>  |              |                               |                            |                                    |                        |
| Community<br><i>scoring</i>   | 39,000+<br>0 | 38,999 - 20,000<br>4          | 19,999 - 1<br>7            | Contributing Jurisdiction<br>3     | 10                     |
| <b>Applicant Points (Mark X)</b>  |              |                               |                            |                                    |                        |
| Number of Employees Affected<br><i>scoring</i>                                    | 0<br>0       | 1+<br>1                       | 25+<br>2                   | 50+<br>3                           | 3                      |
| <b>Applicant Points (Mark X)</b>  |              |                               |                            |                                    |                        |

Key Points:

All Contributing Jurisdictions receive an additional 3 points to that they may allocate to Loan requests as they see fit

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

**8 ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
-Will have a conference call today with the Elected Officials about the re-opening the county facilities even more.

**9 COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis  
-Would like to thank Mike for his work on the Revolving Loan Fund paperwork.

Commissioner Merrell  
-Would like to thank Auditor Kaitsa and Aric Hochstettler for their work on the RLF project.  
-Will attend the CCAO virtual meeting tomorrow.  
-Met with the new Berkshire Township Administrator, Kevin Vaughn  
-The CCAO will have a policy meeting today at 1:00 P.M.

Commissioner Benton

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- Thank you to everyone who worked on the RLF project
- The RLF and Fairgrounds tax is a great example of working together.
- The Investment Committee met this morning and approved a new investment policy.

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**RESOLUTION NO. 20-529**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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 pending or imminent litigation; for collective bargaining.

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

**RESOLUTION NO. 20-530**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to adjourn out of Executive Session.

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

**RESOLUTION NO. 20-531**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

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 appointment of a public employee or public official.

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

**RESOLUTION NO. 20-532**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.



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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners