

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 18, 2013

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

Present:  
Ken O'Brien, President  
Dennis Stapleton, Vice President  
Gary Merrell, Commissioner

RESOLUTION NO. 13-743

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 15, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 15, 2013; 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 Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 13-744

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0717:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0717 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase Commissioners	Job and Family Indirect Cost	22411605-5380	\$197,058.04

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
<b>ECONOMIC DEVELOPMENT- SERVICE AND CHARGES</b>				
R1304828	MATTHEW R EGNER LLC	FY12 HOME REPAIR PETTIT	23111709-5380	\$8,500.00

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-745

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting an amendment to the date for Matt Smith and Wendy Shannon to attend a Hearing Office Roundtable at the Knox County CSEA; revised date of August 13, 2013.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-746

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF JUNE 2013:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to accept the Treasurer's Report for the month of June 2013.

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

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Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

**RESOLUTION NO. 13-747**

**IN THE MATTER OF APPROVING PRELIMINARY LEGISLATION TO UNDERTAKE IMPROVEMENTS TO SAWMILL PARKWAY AT WEST POWELL ROAD AND AUTHORIZE PAYMENTS TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENTS:**

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

Whereas, the Ohio Department of Transportation (ODOT) is undertaking an Improvement to State Route 750 (Powell Road) from the intersection of Gibson Drive (Township Road 1291) to Sawmill Road (Township Road 119) including widening the road and constructing a separate shared use path, known as DEL-750-1.23 (PID 87407); and,

Whereas, the County Engineer has identified that additional turn lanes on Sawmill Parkway approaching the State Route 750 intersection are necessary for traffic flow and safety purposes and further recommends that such improvements be made jointly with ODOT's planned Improvement; and,

Whereas, the County Engineer has determined that undertaking construction of additional turn lanes on Sawmill Parkway jointly with ODOT's Improvement would be less costly than undertaking such construction as a stand-alone, county funded improvement and recommends that the Board cooperate with ODOT to undertake construction of additional turn lanes on Sawmill Parkway as a part of ODOT's planned Improvement; and,

Whereas, the County Engineer has reviewed and concurs with an estimate prepared by the Ohio Department of Transportation that the cost of additional turn lanes on Sawmill Parkway amounts to an estimated \$875,000 if undertaken as part of the DEL-750-1.23 Improvement; and,

Whereas, Liberty Township has applied for and received a funding commitment from the Mid-Ohio Regional Planning for up to \$3,500,000 of MORPC-attributable federal highway funding toward the DEL-750-1.23 Improvement, including the turn lane improvements to Sawmill Parkway on ODOT and Delaware County's behalf; and,

Whereas, in light of the amount of the portion of the overall DEL-750-1.23 Improvement that is attributable to County Road 609 being equal to the required 20 percent (\$875,000) match to the MORPC commitment of \$3,000,000 of federal highway funding toward the DEL-750-1.23 Improvement, ODOT has requested that Delaware County make the contribution of \$875,000 to ODOT as the matching 20 percent share of MORPC's commitment;

NOW, THEREFORE, be it resolved by the Board of Commissioners (County) of Delaware County, Ohio that it approves the following:

**PRELIMINARY LEGISLATION**

**PID Number 87407  
 DEL-750-1.23**

**SECTION I - Project Description**

This project includes the widening of SR 750 (Powell Road) to a five-lane section from the existing five lane section near Gibson Drive (TR 1291) east to Sawmill Road (TR 119) including a separated multi use path on the north side of SR 750. Also included is the addition of dual left turn lanes on Sawmill Parkway (CR 609) at SR 750.

**SECTION II - Consent Statement**

Being in the public interest, the Board of Commissioners of Delaware County (County) gives consent to the Director of Transportation (Director) of the State of Ohio to complete improvements to SR 750 and Sawmill Parkway as generally described above, hereinafter collectively known as DEL-750-1.23 (PID 87407), or the "Improvement".

**SECTION III - Cooperation Statement**

The County and Director, in consideration of the benefits accruing to Delaware County and the State of Ohio, shall cooperate in the above described Improvement as follows:

The County, acting by and through the County Engineer, hereby agrees to cooperate with the Director in the planning, design and construction of the identified highway Improvement, and grants consent to the Ohio Department of Transportation for its development, acquisition of right of way, and construction of the project in accordance with plans, specifications and estimates as approved by the Director, and as further approved by the County Engineer for

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portions of work on Sawmill Parkway;

The County agrees to provide a maximum of Eight Hundred Seventy Five Thousand Dollars (\$875,000) for use by the Director in undertaking the Improvement, payable as follows:

Three Hundred Sixty Thousand Dollars (\$360,000) will be deposited with the Director within 45 days of receipt of invoice from the Director, for the purposes of acquiring necessary rights of way and relocating any utilities for the Improvement. Any balance not used toward acquisition of right of way may be retained by the Director and applied toward construction of the Improvement.

Five Hundred Fifteen Thousand Dollars (\$515,000) will be deposited within 45 days of receipt of invoice by the Director, but no earlier than January 1, 2014, for the purpose of constructing the Improvement.

The Director, in consideration of the amount paid by the County, agrees to undertake the Improvements and to apply the amounts paid by the County toward any necessary amounts required to complete the Improvement.

**SECTION IV - Utilities and Right-of-Way Statement**

The Director agrees to acquire necessary right of way, including all fee simple interests and easements, for the Improvement in the name of the State of Ohio for portions of the Improvement related to construction and maintenance of SR 750 and in the name and for the use of Delaware County for portions of the Improvement related to construction and maintenance of Sawmill Parkway, and the County consents to such acquisition and agrees to accept such right of way by proper instrument of conveyance.

The County consents to the Director acquiring necessary right of way for the Improvement and coordinating for the relocation of utilities for the Improvement, except that it does not agree to make any additional contributions above those previously described.

**SECTION V - Maintenance**

Upon completion of the described Improvement, and unless otherwise agreed, the County shall, with respect to those portions of the Improvement on Sawmill Parkway: (1) provide adequate maintenance for the portions of the described Improvements in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Improvement; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Nay Mr. Merrell Aye

**Discussion:  
 A Contract Between The Delaware County Board Of Commissioners And The Oxford Township Board Of Trustees For –Oxford Township To Utilize The Delaware County Service Center For Refueling Purposes**

***AGREEMENT TO ALLOW OXFORD TOWNSHIP TO UTILIZE  
 THE DELAWARE COUNTY SERVICE CENTER FOR REFUELING PURPOSES***

**ARTICLE 1 – PREAMBLE**

*This Agreement is entered into this \_\_\_\_\_ day of July, 2013, by and between the Delaware County Board of Commissioners (“County”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Oxford Township Board of Trustees (the “Township”), whose address is 5676 Steamtown Road, Ashley, Ohio 43003 (hereinafter collectively the “Parties”).*

**ARTICLE 2 – PURPOSE**

*The purpose of this Agreement is to provide for the conditions on which the County shall allow the Township to utilize the Delaware County Service Center, located at 1405 US Highway 23 North, Delaware, Ohio 43015 (the “Facility”), for refueling purposes. This purpose is limited to the use of the fuel pumps at the Facility in accordance with this Agreement and shall not extend to use of the Facility for any other purpose.*

**ARTICLE 3 – TERM**

*This Agreement shall take effect immediately upon the ratification by both Parties hereto and shall continue in effect until January 31, 2015, whereupon it shall terminate. The Parties may, on or before that date, agree to extend or renew this Agreement, which must be approved in writing by both Parties.*

**ARTICLE 4 – COMPENSATION**

*In consideration for use of the Facility, the Township agrees to pay the County for all fuel pumped in accordance with this Agreement. The cost of the fuel shall be based on the price paid by the County to procure the fuel (without any surcharge). The Township shall be provided with one or more fuel management system*

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*keys with unique access codes. The County shall submit quarterly invoices to the Township for all fuel pumped in accordance with this Agreement, itemized by access code, and indicating the date of the use and the amount of fuel pumped. The Township shall pay all invoices within thirty (30) days of receipt thereof.*

**ARTICLE 5 – FACILITY USE**

*The Township use of the Facility shall be limited to the fuel pumps and shall be subordinate to all use by the County. In the event of a supply shortage or other emergency, use of the Facility may, in the sole discretion of the County, be limited to the County. The Township shall ensure that its use of the Facility is restricted to the Township's public purposes and shall immediately report any misuse of the Facility by Township personnel.*

**ARTICLE 6 – PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS**

*The County and the Township agree to be and shall be responsible for their own respective actions, and the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., arising from this Agreement. Therefore, each Party agrees to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement.*

**ARTICLE 7 – INSURANCE**

*The Parties certify that, for the full term of this Agreement, they each shall be covered by self-insurance and/or general liability insurance with a combined minimum limit of One Million Dollars (\$1,000,000.00). The Parties shall be provided proof of such insurance upon a request made in writing. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.*

**ARTICLE 8 – TERMINATION**

*Either Party may terminate this Agreement for cause upon the occurrence of breach or default by providing written notice of termination to the other Party. Termination for cause shall be effective immediately upon provision of the written notice. Either Party may terminate this Agreement for convenience upon providing ninety (90) days written notice of termination to the other Party.*

**ARTICLE 9 – DISPUTE RESOLUTION**

*The Parties agree to submit any disputes arising under this Agreement to informal direct negotiations. If a resolution cannot be reached by direct negotiations, either Party may take any action authorized by law to resolve the dispute, but the Parties agree to engage in good faith negotiations prior to any formal legal or administrative action.*

**ARTICLE 10 – MISCELLANEOUS**

**A. SEVERABILITY**

*If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.*

**B. ENTIRE AGREEMENT**

*This Agreement shall constitute the entire understanding and agreement among the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.*

**RESOLUTION NO. 13-748**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

The Director of Emergency Communications recommends hiring Lynn Hancock as an Intermittent 911 Telecommunicator; effective July 20, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Lynn Hancock as an Intermittent 911 Telecommunicator; effective July 20, 2013.

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Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

**RESOLUTION NO. 13-749**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR DOG AND KENNEL:**

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

**Transfer of Appropriations**

<b>From</b>	<b>To</b>	
20411305-5101 Dog and Kennel/Health Insurance	20411305-5315 Dog and Kennel/Air Cards	1,000.00
20411305-5101 Dog and Kennel/Health Insurance	20411305-5330 Dog and Kennel/Communication Services	1,000.00
20411305-5101 Dog and Kennel/Health Insurance	20411305-5338 Dog and Kennel/Utilities	5,000.00

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner Merrell**

**-No Reports**

**Commissioner Stapleton**

**-No Reports**

**Commissioner O'Brien**

**-Attended And Participated In Regional Planning Executive Committee Meeting; Asked Director To Look Into Staffing**

**RESOLUTION NO. 13-750**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSE AND FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:13AM.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

**RESOLUTION NO. 13-751**

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

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:27AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

There being no further business, the meeting adjourned.

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Gary Merrell

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Ken O'Brien

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Dennis Stapleton

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Jennifer Walraven, Clerk to the Commissioners