

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 15, 2015

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

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

1
RESOLUTION NO. 15-1240

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 12, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on October 12, 2015; 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
PUBLIC COMMENT
Teri Morgan, Communications Manager. Introducing Enzo Trazzi, an exchange student from Brazil

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 15-1241

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The EMS Director recommends the promotion of Shawn Coontz to Lieutenant; effective October 16, 2015;

Therefore Be It Resolved, that the Board of Commissioner approve the promotion of Shawn Coontz to Lieutenant; effective October 16, 2015.

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

5
SWEARING IN CEREMONY FOR EMERGENCY MEDICAL SERVICES

6
RESOLUTION NO. 15-1242

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1014:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1014 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1505108	MCNAUGHTON MCKAY INC	MOTOR DRIVES FOR BLOWERS - OECC	66611903 5450	\$10,000.00
R1505109	MS CONSULTANTS INC	50 CHANNING ST - PROFESSIONAL DESIGN	40111402 5410	\$12,900.00
Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye
			Mrs. Lewis	Aye

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RESOLUTION NO. 15-1243

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement is requesting to attend an OCDA Columbus District Meeting in Logan, Ohio on October 15, 2015 at no cost.

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

8
RESOLUTION NO 15-1244

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE
PROSECUTOR’S OFFICE LAW ENFORCEMENT DRUG FUNDS:

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

Supplemental Appropriations

77112104-5319 Law Enforcement Drug Funds \$ 31,366.19

The Prosecutor’s Office made a deposit of Law Enforcement Trust Funds into the Drug Fund Organizational Key, 2 years ago, to help match funds and partially fund a Drug Prosecutor. We were not awarded the full amount that we requested due to federal law changes only allowing us to earn ¼ of what we had previously been awarded. Allowing this supplemental appropriation would allow us to put this money back into our Law Enforcement Trust Fund, where the money was previously held.

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

9
RESOLUTION NO 15-1245

IN THE MATTER OF ACCEPTING THE AWARD FOR THE VICTIMS OF CRIME AND STATE
VICTIMS ASSISTANCE GRANT (VOCA/SVAA) FOR VICTIM SERVICES:

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

Grant # 2016 VAGENE445
Source: VOCA- Ohio Attorney General
Grant Period: October 1, 2015 – September 30, 2016

Federal Grant Requested Amount: \$ 135,268.29
Local Match: \$ 33,817.07
Total VOCA Grant Amount: \$ 169,085.36

Grant # 2016 SAGENE445
Source: SVAA- Ohio Attorney General
Grant Period: October 1, 2015 – September 30, 2016

Federal Grant Requested Amount: \$ 2,106.00
Local Match: 0.00
Total SVAA Grant Amount: \$ 2,106.00

Total Grant Amount: \$ 171,191.36

The acceptance of this grant allows us to continue to employ our victim services assistant and civil order specialist. The Federal government has given VOCA more funds to work with this year, so we were able to include our Victim Services Director to be paid by the grant as well. The percentage match also decreased from 25% to 20%. Without these positions our Victim Services Unit would be unable to sustain the amount of victims and would in turn be a disservice to the people of Delaware County.

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

10
RESOLUTION NO. 15-1246

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BOARD OF

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**DELAWARE COUNTY COMMISSIONERS AND THE BOARD OF ORANGE TOWNSHIP
TRUSTEES FOR THE LEASE OF THE BUILDING LOCATED AT 6226 THIRD STREET, LEWIS
CENTER OHIO FOR EMERGENCY MEDICAL SERVICES:**

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

Whereas, the Director of Emergency Medical Services recommends approval of the lease agreement;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Lease Agreement Between The Board Of Delaware County Commissioners And The Board Of Orange Township Trustees For The Lease Of The Building Located At 6226 Third Street, Lewis Center Ohio For Emergency Medical Services:

LEASE AGREEMENT

WHEREAS, the Board of Township Trustees of Orange Township, Delaware County, Ohio, (hereinafter referred to as "Township") desires to permit use of a portion of its facilities located in Orange Township at 6226 Third Street, Lewis Center, Ohio 43035 by the Delaware County Emergency Services; and

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (hereinafter referred to as "County") desires to make use of a portion of Township's facilities for the provision of Emergency Medical Services to Southern Delaware County, including Orange Township;

NOW THEREFORE, this Agreement is made and entered into by and between the Township and the County; Witnesseth:

1. County hereby leases from Township, and Township hereby leases to County the entire building located at 6226 Third Street, Lewis Center, Ohio 43035 and lots 12 and 18 as shown on the plat of Lewis Center (hereinafter collectively referred to as the "Facilities") for use as a base of operations for the provision of Emergency Medical Services (hereinafter "EMS"), and no other purpose(s), for a period of one (1) year beginning October 20, 2015 and ending October 19, 2016.
 2. Township and County specifically agree that lot 17 of the plat of Lewis Center, also owned by Township, is not included within the Facilities, and shall remain subject to use and control of Township as determined by Township in its sole discretion.
 3. County shall pay Township, at the Township Fiscal Office, 1680 E. Orange Road, Lewis Center, Ohio 43035, or at such other place as the Township shall designate from time to time in writing, as rental for such use of the premises, the annual sum of Eight Thousand Six Hundred Forty Dollars (\$8,640.00), in equal monthly installments of Seven Hundred Twenty Dollars (\$720.00), each payable in advance on the first of each month, beginning on October 1, 2015.
 4. In addition to the previously provided monetary rental, County agrees to provide, as a portion of its consideration herein, an EMS level of service from such facility to Southern Delaware County, including Orange Township. Such level of service shall be defined to include the placement of squad vehicles, staffed by a minimum of two (2) state certified EMT-P trained and one (1) state certified EMT-1 trained personnel. (The terms EMT-P and EMT-1 shall have the same meaning as provided by state law and shall further include any changes incorporated into such term(s) by amendments to state law, including substitution of equivalent designation(s) if use of such current term(s) is discontinued.) Such service shall be provided on a twenty-four (24) hour basis, seven (7) days per week during the entirety of the term of this Agreement.
 5. County shall have the full right to control the Facilities and to construct and make repairs and/or install additions, fixtures and improvements to the Facilities, at County's sole cost and expense, upon the prior written consent of Township. Township shall have no obligation or liability to make any repair or improvement, nor for any costs or expenses in connection with the construction of repairs, additions, fixtures or improvements to the Facilities. All contractors of County performing such work shall be properly licensed and all necessary permits shall be obtained prior to any work being done. All work shall be performed in accordance with all applicable laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of those governments.
- Any such repairs, additions, fixtures or improvements except movable furniture and like furnishings shall, without compensation to County, be the property of Township and remain upon the Facilities as a part thereof, and be surrendered with the premises upon the termination of this Lease, or upon failure of County to pay or perform the rents and covenants of this lease agreement to be paid or performed by County. County shall permit Township and its agents to enter into and upon the Facilities at all reasonable times for the purpose of inspecting the same.
6. County shall be responsible for, and shall pay for, all necessary maintenance, interior and exterior, of the Facilities, for the payment of all utility charges for utility services provided to the Facilities and for the payment, prior to delinquency, of all real estate taxes and installments of special assessments coming due during the lease term on the Facilities.

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7. County shall promptly comply with all laws, orders, rules, regulations and requirements of federal, state and local governments and appropriate departments, commissions, boards, and officers of these governments throughout the term of this lease agreement, and without cost to Township. County shall promptly comply with these legal requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.
8. Township shall maintain fire and extended coverage insurance upon the building located within the Facilities.
9. County shall not assign this lease, nor sublet the Facilities or any portion thereof, nor use the same, or any part thereof, nor permit the same or any part thereof to be used for any other purpose than as above stipulated, without the written consent of the Township.
10. All personal property and/or fixtures placed or moved in or upon the Facilities above described shall be at the risk of the County or owner thereof, and Township shall not be liable for any damage to said personal property and/or fixtures. Neither shall Township be liable to County for any damages resulting from the inability of County to make use of the Facilities by reason of bursting or leaking water pipes, fire, natural disaster, or any other cause.
11. County shall maintain, for the full term of this Agreement, self-insurance and/or general liability insurance policies with a combined minimum limit of One Million Dollars (\$1,000,000.00). Any such general liability insurance policies shall be issued by companies authorized to issue such policies within the State of Ohio and shall provide that the insurer will give Township written notice at least thirty (30) days prior to the effective date of cancellation. Township shall be named as an additional insured in such self-insurance program and/or general liability insurance policies and County shall provide proof of the same to the Township upon demand.
12. If any term, covenant or condition of this lease agreement shall be invalid or unenforceable to any extent, the remainder of the terms, covenants and conditions of this lease agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

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RESOLUTION NO. 15-1247

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR DOMESTIC VIOLENCE FUNDS FOR 2016, ESTIMATING THE AMOUNT OF FUNDS ANTICIPATED, AND ALLOCATING THE SAME TO QUALIFIED APPLICANTS, ALL PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

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

WHEREAS, pursuant to section 3113.35 of the Revised Code, a shelter for victims of domestic violence may apply to the board of county commissioners of the county in which it is located or of an adjoining county, the population of which is or will be served by the shelter, for the release of funds to be collected as fees for the issuance of marriage licenses pursuant to section 3113.34 or fees as additional costs in annulment, divorce, or dissolution of marriage actions and proceedings pursuant to division (D) of section 2303.201 of the Revised Code and that are to be used for the funding of the shelter; and

WHEREAS, Turning Point shelter located in Marion County, has submitted an application to the Delaware County Board of Commissioners (the “Board”) for domestic violence funds for 2016, the application having been filed prior to the deadline of October 1, 2015; and

WHEREAS, on or before the fifteenth of November, the Board shall determine the applicant’s eligibility, estimate the amount of funds to be collected, and make an allocation to the eligible shelter;

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

Section 1. The Board hereby acknowledges receipt of an application for 2016 domestic violence funds from Turning Point shelter in Marion, Ohio and determines that the application meets the requirements of section 3113.35 of the Revised Code.

Section 2. The Board hereby determines that Turning Point is eligible, pursuant to section 3113.36 of the Revised Code, to receive a funding allocation.

Section 3. The Board hereby estimates the total sum to be collected in 2016 at \$34,000.00.

Section 4. The Board hereby allocates 100% of the funds actually received to Turning Point, with distributions to be in accordance with section 3113.35 of the Revised Code.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Turning Point.

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

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ADMINISTRATOR REPORTS
Tim Hansley
-No reports

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COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-Attended the Delaware Foundation Dinner last night.
-Took a Soil and Water conservation tour on Monday afternoon with fellow commissioners.
-Attended a DKMM policy meeting held at Price Organics farm to listen to a speaker from the EPA

Commissioner Benton
-Attended the Delaware Foundation Dinner last night.
-Took a tour of the Alum Creek Water Reclamation Facility this week.

Commissioner Merrell
-Attended the Delaware Foundation Dinner last night.
-Represented the commissioners at the groundbreaking ceremony for the Powell Road (OH 750) extension Wednesday.

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RESOLUTION NO. 15-1248

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 9:59 AM.

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

RESOLUTION NO. 15-1249

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 11:40 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners