

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 25, 2016

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

Present:
 Jeff Benton, Vice President
 Gary Merrell, Commissioner

Absent:
 Barb Lewis, President

**1
 RESOLUTION NO. 16-714**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 21, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 21, 2016; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 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 Absent Mr. Benton Aye

**2
 PUBLIC COMMENT**

**3
 ELECTED OFFICIAL COMMENT**

**4
 RESOLUTION NO. 16-715**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0722:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0722 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount	Line
R1604264	LAKESIDE EQUIPMENT CORP	REPAIR PARTS FOR FINE SCREEN #2 AT ALUM CREEK	66211904 - 5428	\$25,500.00	0001
R1604267	OESTERLEN SERVICES FOR YOUTH INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$14,700.00	0001

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

**5
 RESOLUTION NO. 16-716**

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Manager of Code Compliance is requesting that Duane Matlack, Ross Bigelow, Ric Irvine, David Bean, Chris Stanich, Dave Diehl and Fred Fowler attend a Central Ohio Code Officials Association – Significant Changes to NFPA 72 in Reynoldsburg, OH on August 10, 2016 at no cost.

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

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**6
RESOLUTION NO. 16-717**

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF JUNE 2016:

It was moved by Mr. Merrell, seconded by Mr. Benton to accept the Treasurer’s Report for the month of June 2016.

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

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

**7
RESOLUTION NO. 16-718**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE UNION COUNTY COMMISSIONERS FOR BUILDING INSPECTION SERVICES:

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

Whereas, the Supervisor of Code Compliance recommends approval of the following Agreement:

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the following Agreement with the Union County Board of Commissioners for building inspection services.

AGREEMENT

THIS AGREEMENT made and entered into this 25th day of July, 2016, by and between **Delaware County, Ohio**, through the Delaware County Board of County Commissioners, hereinafter called “DELAWARE COUNTY” and **Union County, Ohio** through the Union County Board of Commissioners, hereinafter called “UNION COUNTY”.

WITNESSETH:

WHEREAS, UNION COUNTY and DELAWARE COUNTY are occasionally in the need of back up inspection assistance; and

WHEREAS, UNION COUNTY and DELAWARE COUNTY have qualified staff and are willing to provide such services as may be needed; and

WHEREAS, UNION COUNTY and DELAWARE COUNTY use the same building, electrical and mechanical codes; and

WHEREAS, UNION COUNTY and DELAWARE COUNTY wish to establish an AGREEMENT with each other to provide the above requirements.

NOW, THEREFORE, UNION COUNTY and DELAWARE COUNTY, in consideration of their mutual covenants, herein agree as follows:

SECTION 1 – SCOPE OF SERVICES

- A. UNION COUNTY and DELAWARE COUNTY may provide backup inspection services on an as needed basis to each other. Respectfully, UNION COUNTY and DELAWARE COUNTY reserve the right to determine the ability to provide the services as requested.
- B. Both UNION COUNTY and DELAWARE COUNTY agree that any staff provided as part of the backup service will be certified by the State of Ohio as a building inspector, mechanical inspector or an electrical safety inspector.
- C. UNION COUNTY and DELAWARE COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employees.
- D. UNION COUNTY and DELAWARE COUNTY shall maintain, at their own expense, the codes and standards necessary for the execution of the inspection services.
- E. Transportation shall be furnished by the jurisdiction providing the backup services. UNION COUNTY and DELAWARE COUNTY shall assure that each employee working under this agreement possesses a valid license, professional liability insurance and automobile liability insurance.

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- F. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup services.
- G. Inspection documentation and disposition of inspection shall be made on forms provided by the jurisdiction requesting the backup services. The necessary procedure for the inspection documentation shall be established by the jurisdiction requesting the backup services. UNION COUNTY and DELAWARE COUNTY agree to provide written procedure(s) for their method of inspection documentation.
- H. Prior to performing inspections UNION COUNTY and DELAWARE COUNTY shall assess any difference in code interpretations within the applicable code(s) and determine which interpretation will be applied during the inspection(s) performed. In the event the inspector performing the inspection determines the need for an interpretation, he/she shall contact the responsible jurisdiction's building official and/or authorized official. The interpretation of the responsible jurisdiction's building official and/or authorized official shall be followed. UNION COUNTY and DELAWARE COUNTY agree to establish common inspection checklists to aid in the consistency of inspections.
- I. The jurisdiction needing the assistance shall notify the other jurisdiction as soon as possible, but no later than 4 p.m. the day previous to the inspection(s). A list detailing the inspection type, address, time (if applicable) and any other pertinent information shall be provided.
- J. The jurisdiction providing the service shall make every attempt to provide the service the next business day. Services shall be completed no later than the second business day. Inspection results and any corresponding documentation shall be provided to the authority having jurisdiction by 9 a.m. on the day following the inspection. If the inspection is not completed the next business day, the responsible jurisdiction shall be notified on the requested date of inspection. This will allow notification to the customer of the same.

Each party shall determine if their staffing levels are adequate to provide the requested service. Each party understands and agrees that their own inspections will be made priority.

- K. All permits, registrations, fees, etc. will be issued and/or collected by the jurisdiction having legal authority.
- L. Coordination of the service(s) shall be administered by the jurisdiction providing the back up inspections and included as part of the overall cost of the service.
- M. Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the authority having jurisdiction. The authority having jurisdiction shall provide for the appeal mechanism for all disputes and complaints.

SECTION 2 – BASIS OF PAYMENT

- A. Each party shall be compensated by payment for services based upon the hourly costs fee schedule below. All costs associated with the services provided shall be inclusive to the various hourly rates provided below.

TITLE	Hourly Rate
Building Inspector	\$54
Electrical Safety Inspector	\$65
Mechanical Inspector	\$54
Mileage	\$0.55/mile

- B. Each party shall provide a report quarterly for services rendered throughout the three month period. The report shall consist of the time and mileage for each date of service, and total amount due based on the rates established in Section 2 - Basis of Payment A.
- C. Services shall be exchanged one for one (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s) for the actual hours worked. The party providing the greater amount of hours shall invoice the other party for the difference in hours on a quarterly basis. Invoices shall be paid within forty-five (45) days of the date of the invoice.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

- D. Contract shall not exceed expenditures over \$6,000 for a 12 month period unless agreed upon by both counties.

SECTION 3-GENERAL CONSIDERATIONS

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- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. Neither UNION COUNTY, nor DELAWARE COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence upon the date on which DELAWARE COUNTY authorizes the signing of this AGREEMENT and will run for a period of one year from said date. The AGREEMENT may be renewed for a one year period upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.
- E. Each party shall defend, at its own expense, its own employee(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgments obtained against its own building official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.
- F. Both parties agree that inspectors will only be employees under the definition provided in the Fair Labor and Standards Act and Ohio Bureau of Workers Compensation (BWC) guidance. As such, all inspectors are covered by their employer with respect to any and all BWC claims.

It is expressly agreed that the services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Union County in the total amount of \$6,000 from org key 10011301 – 5301.

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

**8
RESOLUTION NO. 16-719**

IN THE MATTER OF APPROVING THE THIRD EXTENSION OF MEMORANDUM OF UNDERSTATING BETWEEN THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE SHERIFF OF DELAWARE COUNTY, OHIO, FOR A MENTAL HEALTH CLINICIAN:

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

Whereas, the Sheriff and Sheriff’s Office Staff recommend approval of the Third Extension of Memorandum of Understating Between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, For a Mental Health Clinician FY 2017;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Third Extension of Memorandum of Understating Between the Delaware-Morrow Mental Health & Recovery Services Board and the Sheriff of Delaware County, Ohio, For a Mental Health Clinician FY 2017:

**Third Extension of Memorandum of Understating
Between the Delaware-Morrow Mental Health & Recovery Services Board and the
Sheriff of Delaware County, Ohio, For a Mental Health Clinician
FY 2017**

This Third Extension of Memorandum of Understanding is entered into between the Delaware-Morrow Mental Health & Recovery Services Board (the "Board") and the Sheriff of Delaware County, Ohio (the "Sheriff").

Whereas, the parties previously entered into a Memorandum of Understanding ("MOU") effective March 10, 2014, regarding the securing and funding of a position for a mental health professional to provide mental health service to persons incarcerated at the Delaware County Jail, which MOU was extended for the period July 1, 2014 to June 30, 2015 and further extended for the period July 1, 2015 to June 30, 2016.

Whereas, the parties desire to extend the MOU for an additional term of one year upon its expiration on June 30, 2016 upon the terms and conditions set forth herein.

Now Therefore, the parties agree:

- 1. Memorandum Term. The MOU is hereby extended following its expiration on June 30, 2016 for an additional term of one (1) year commencing on July 1, 2016 and continuing to June 30, 2017 (the Board's FY 2017). Attached hereto as Exhibit "A" and incorporated herein is a copy of the Memorandum of Understanding,

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effective March 10, 2014, including the Proposal for a Mental Health Clinician for Delaware County Jail.

2. Financial Contributions. The Board is responsible for making payment to Maryhaven in the amount of \$77,000, to cover the professional and administrative costs for the mental health professional position to be staffed by Maryhaven during the term of this extension. The Sheriff agrees to reimburse the Board for 20% of this cost in the amount of \$15,400. Attached hereto as Exhibit "B" is the Budget for the mental health professional position for FY 2017.

3. Obligations of the Parties. The parties agree to continue to provide the support and services as set forth in the MOU and such other services as they mutually agree will enhance the provision of mental health services at the Jail.

Except as modified herein, all of the terms and conditions of the MOU shall remain in full force during the period of this extension.

The undersigned agree to this Third Extension of Memorandum of Understanding.

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

**9
RESOLUTION NO. 16-720**

IN THE MATTER OF ESTABLISHING CRITERIA FOR CERTIFYING DELINQUENT SANITARY SEWER ACCOUNTS TO THE REAL PROPERTY TAX LIST AND DUPLICATE:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has established and operates a Sewer District as authorized by Chapter 6117 of the Revised Code; and

WHEREAS, section 6117.02 of the Revised Code authorizes the Board to set rates and charges for the sanitary services provided by the Sewer District; and

WHEREAS, when any of the sanitary rates or charges are not paid when due, the Board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection; and

WHEREAS, the Board has discretion to determine the circumstances in which delinquent charges will be certified; and

WHEREAS, staff recommends delinquent accounts shall be certified after they are more than ninety (90) days past due and the amount exceeds \$25.00;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Delaware County, State of Ohio, hereby establishes criteria that delinquent sanitary sewer accounts shall be certified to the real property tax list and duplicate after they are more than ninety (90) days past due and the amount exceeds \$25.00.

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

**10
RESOLUTION NO. 16-721**

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2017 TAXES:

It was moved by Mr. Merrell, seconded by Mr. Benton to certify to the County Auditor the delinquent accounts for placement on the tax duplicate.

Whereas, the County owns and operates a Sewer District as authorized by Ohio Revised Code (ORC) 6117, and

Whereas, ORC 6117.02 authorizes the County to set rates and charges for the sanitary services provided by the Sewer District, and

Whereas, when any of the sanitary rates or charges are not paid when due, the board may certify the unpaid rates or charges, together with any penalties, to the County Auditor, who shall place them upon the real property tax list and duplicate against the property served by the connection, and

Whereas, staff has determined that there are unpaid rates and charges that need to be collected, and

Whereas, staff recommends collection of the unpaid rates and charges by certifying these delinquent accounts to the County Auditor.

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Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$66,971.90 to the County Auditor for the 2017 real property tax list and duplicate.

**2017 Sewer Tax Assessments
To be certified by the Board of Commissioners on 7/25/16**

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$30,478.43
66211904 – Alum Creek	\$32,438.88
66211906 – Tartan Fields	\$910.60
66211907 – Scioto Reserve	\$3,043.19
66211908 – Bent Tree	\$0.00
66211909 – Hoover Woods	\$0.00
66211910 – Scioto Hills	\$100.80
66211911 - Northstar	\$0.00
Total Assessments	\$66,971.90

(Itemized listing of delinquent accounts available for review at the Commissioners’ Office until no longer of administrative value).

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- Met with Steve Hedges of Delaware/Morrow Mental Health & Recovery Services on Friday. Gave a great synopsis of what they do and the item which was on the agenda for today (Item #8).
- Tomorrow at 2:00 PM there will a 911 Board meeting to discuss the potential levy.

12

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Was asked to be the “starter” of the Run/Walk fundraiser in Concord Township over the weekend.

Commissioner Benton

- Delaware County’s Information Technology Services Department Wins National Honor. The only county in the state to achieve the award.
- Delaware City has released its preliminary draft of the parking study. Remarkably no recommendation for additional parking.

13

RESOLUTION NO. 16-722

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 9:43 AM.

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

RESOLUTION NO. 16-723

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 10:37 AM.

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

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners