

COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 7, 2017

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. 17-826**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 3, 2017:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 3, 2017; 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              Aye              Mr. Benton              Aye

**2**  
**PUBLIC COMMENT**

**3**  
**ELECTED OFFICIAL COMMENT**

**4**  
**RESOLUTION NO. 17-827**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0804:**

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0804 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
P1701933 Br Developmental Disabilities	Job and Family Services	70161606-6348	\$8,876.08

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1704541	VICTORY PACKAGING	IMPRINTED DELAWARE COUNTY RECORDS CENTER 1-PC RECORDS FILE BOX 15 X 12 X 10	10011101-5201	\$5,840.00

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

**5**  
**RESOLUTION NO. 17-828**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Regional Sewer District is requesting that Kelly Thiel and Erik McPeek attend a 5+ Cities Conference in Columbus, Ohio on August 16 and August 17, 2017 at a total cost of \$360.00 from fund 66211902.

The Commissioners' office is requesting that Karen First attend Microsoft Training in Columbus, Ohio October 16-17, 2017, at the cost of \$161.20 (fund number 10011101).

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

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**6****RESOLUTION NO. 17-829**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY  
COMMISSIONERS, AND THE CITY OF DELAWARE FOR INDIGENT DEFENSE SERVICES  
FOR MUNICIPAL CODE VIOLATIONS (ASSIGNED COUNSEL SYSTEM):**

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

**AGREEMENT FOR INDIGENT DEFENSE SERVICES  
FOR MUNICIPAL CODE VIOLATIONS  
(ASSIGNED COUNSEL SYSTEM)**

This Agreement is entered into by and between the Delaware County Commissioners, with a mailing address of 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter referred to as the "County"), and the City of Delaware, with a mailing address of 1 South Sandusky Street, Delaware, Ohio 43015, (hereinafter referred to as the "City").

WHEREAS, the City recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty; and

WHEREAS, the County has adopted a court-assigned counsel program, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify; and

WHEREAS, the County, pursuant to R.C. 120.33, may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation; and

WHEREAS, these contracts must contain terms in conformance with OAC 120-1-09, and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the County to obtain reimbursement for indigent defense costs, pursuant to R.C. 120.33 and R.C. 120.35, and pay the City its appropriate share; and

WHEREAS, this Agreement has been authorized by the City by Res./Ord. #17-47, passed by the Delaware City Council on July 24, 2017, and by Resolution No. 17-\_\_\_\_\_, passed by the County on \_\_\_\_\_.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

1.1 The City and County agree that the judges may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons on or after the commencement date and during the term of this Agreement in which the defendant is indigent and charged with the commission of an offense or act that is a violation of a City ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.

1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender, pursuant to R.C. 120.03 and OAC 120-1-03. In addition to indigency determination, all other rules, standards and guidelines issued by the Office of the Ohio Public Defender and the Ohio Public Defender Commission shall be followed.

2. COMPENSATION

2.1 Pursuant to R.C. 120.33 and the aforesaid resolutions, the County shall pay all legal fees and expenses to counsel duly appointed by the court to represent indigent persons charged with violations of the ordinances of the City.

2.2 Payment for representation of indigent persons shall be in accordance with the fee schedule adopted by the County.

2.3 The City agrees to reimburse the County for all legal fees and expenses that are paid by the County according to Section 2.1 within thirty (30) days of receipt of an invoice for such fees and expenses. Payments not made within thirty (30) days of receipt of an invoice shall be assessed a ten percent (10%) late payment penalty.

2.4 The County shall promptly pay to the City any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to R.C. Chapter 120 for any amounts expended pursuant to this Agreement, within thirty (30) days of the receipt of said reimbursement. Payments not made within thirty (30) days of the receipt of reimbursement shall be assessed a ten percent (10%) late payment penalty.

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3. DURATION OF CONTRACT AND TERMINATION

3.1 This Agreement shall commence on September 12, 2017 and shall remain in effect through December 31, 2018. This Agreement may be renewed for additional one year terms upon proper resolution by each party agreeing to the one year extension and proper appropriation of funding for the new year. Copies of the resolutions shall be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215.

3.2 If the County or the City shall fail to fulfill in a reasonable, timely, and proper manner its obligations under this Agreement, or if either party shall substantially violate any of the covenants, agreements, or stipulations of this Agreement, then the aggrieved party shall thereupon have the right to terminate this Agreement by giving written notice to the other party of the termination and specifying an effective date thereof at least thirty (30) days before the effective date of termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this Agreement by the other party.

3.3 Written notice shall be considered furnished when it is sent by Certified Mail return receipt requested or is hand delivered.

4. TERMS OF AGREEMENT

4.1 As soon as is reasonably practical after a case is finally disposed of by the court, the court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney's fees in excess of the schedule established by the County.

4.2 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the court, the clerk of court shall promptly notify the County of the fees of which have been approved.

4.3 After approval, the County Auditor shall thereafter process the fees and expenses approved by the court in accordance with the procedure set forth in R.C. 120.33.

4.4 There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex, age, handicap, or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The County shall include a similar provision in any subcontract for services covered by this Agreement.

4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION; ASSIGNMENT; PRIOR AGREEMENT

5.1 This Agreement may only be amended by written agreement approved and executed by the parties named herein, or their successors.

5.2 The County shall not assign this Agreement, in whole or in part, without the City's prior written consent, which consent shall not be unreasonably withheld.

5.3 This Agreement supersedes any previous agreement between the City and the County for indigent defense services for municipal code violations, and said previous agreements are hereby terminated.

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

**7**  
**RESOLUTION NO. 17-830**

**IN THE MATTER OF SELLING PERSONAL PROPERTY TO THE HOPEDALE VOLUNTEER  
FIRE/EMS DEPARTMENT HOPEDALE, HARRISON COUNTY, OHIO:**

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

WHEREAS, Delaware County currently owns certain personal property, specifically 9 Motorola XTS 5000 Model II Portable Radios, Serial Numbers: 721CDG1585, 721CDG1587, 721CDG1591, 721CDG1593, 721CDG1603, 721CFX0149, 721CHH0680, 721CHV3308, 721CHV3312 and 1 XTL 5000 W5 Mobile Radio, Serial Number: 500CFX0090 (the "Property"), that is no longer needed for use by Delaware County; and

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WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the "Board") may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property's value; and

WHEREAS, the Hopedale Volunteer Fire/EMS Department has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the sale of the Property to the Hopedale Volunteer Fire/EMS Department, Village of Hopedale, Harrison County, Ohio, for the total sum of Two Thousand Dollars and Zero Cents (\$2,000.00).

Section 2. The Property shall be sold upon the condition that the Property is accepted "as is."

Section 3. The Clerk of the Board shall provide a certified copy of this Resolution to the Clerk/Treasurer for the Village of Hopedale, Harrison County, Ohio.

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

**8**  
**RESOLUTION NO. 17-831**

**IN THE MATTER OF REDUCING THE SOLID WASTE TIPPING FEES FOR DELAWARE COUNTY FAIR TRASH:**

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

WHEREAS, the Board of County Commissioners of Delaware County has an Agreement with Central Ohio Contractors, Inc. (COC) for the operation of the Delaware County Solid Waste Transfer Station and the disposal of solid waste, and

WHEREAS, the Delaware County Fair has requested relief related to its solid waste tipping fees, and

WHEREAS, Central Ohio Contractors, Inc. has agreed to assist the Fair by reducing its portion of the tip fee by 50%, and

WHEREAS, the Board of County Commissioners wishes to waive the seven percent (7%) county surcharge for the 2017 Delaware County Fair.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby reduce the solid waste tip fee rates by waiving the seven percent (7%) county surcharge for the 2017 Delaware County Fair.

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

**9**  
**RESOLUTION NO. 17-832**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:**

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

<b>Fund Transfers</b>			
<b>From</b>	<b>To</b>		
10011110-5801	22411601-4601		
Human Services/Transfers	JFS Income Maintenance/Interfund Revenues	\$	300,000.00

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

**11**  
**ADMINISTRATOR REPORTS**

Dawn Huston, Assistant County Administrator/Director of Administrative Services  
-Happy Birthday to Jennifer Walraven

**12**  
**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Attended the Health Fair on Friday; it was well attended.  
-Attended First Friday; there was huge crowd.  
-Will be attending the CCAO meeting tomorrow for the TCAP meeting  
-Will be attending the DKMM meeting tomorrow in Mount Vernon.

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Commissioner Lewis

-Will be attending the CCAO meeting tomorrow

Commissioner Benton

-Will be attending the DKMM meeting tomorrow

-Attended the First Friday event Friday.

-Will be meeting with Delaware Visitors & Convention Bureau this week.

**RESOLUTION NO. 17-833**

**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 Mr. Merrell, seconded by Mrs. Lewis to adjourn into Executive Session at 9:42 AM.

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

**RESOLUTION NO. 17-834**

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

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:18 AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners