

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 1, 2010

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

7:30 PM Final Hearing By The Commissioners For The O'Brien #440 Watershed Ditch Petition Project

RESOLUTION NO. 10-248

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 18, 2010:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 18, 2010; 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. Thompson Abstain Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-249

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 25, 2010:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 25, 2010; 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. Hanks Abstain Mr. Thompson Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 10-250

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0226:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0226 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
B&L Packrat	Snow Removal	10011105-5325	\$ 35,000.00

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-251

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0217GC AND CMAPR0224GC:

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It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0217GC and CMAPR0217GC:

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Nay

RESOLUTION NO. 10-252

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

The Facilities Department is requesting that Jon Melvin attend A Bidding For Public Construction Contracts in Dublin, Ohio April 7, 2010, at the cost of \$199.00 (Fund Number 10011105).

The Engineer's Office is requesting that Cathleen Paulus attend a Work Zone Safety Training in Columbus, Ohio March 9, 2010; at the cost of \$8.00 (Fund Number 29324004).

The Engineer's Office is requesting that Jack Jennings attend the 42 Annual Surveyor's Convention in Morgantown, West Virginia February 24-28, 2010; at the cost of \$918.00 (Fund Number 29214001).

Environmental Services Department is requesting that William Southan attend a Wastewater Certification Review seminar in Columbus, Ohio on May 6 and 7, 2010; at a cost of \$275 (fund number 66211903-5305).

Environmental Services Department is requesting that Mark Chandler, Martin Bell, Ken Rosenbaum, Marshall Yarnell, and John Feightner attend a Wastewater Workshop and Exhibition in Columbus, Ohio on March 9 and 10, 2010; at a cost of \$1,425 ((from fund numbers 66211903-5305 (70%) and 66211904-5305 (30%)).

The Child Support Enforcement Agency is requesting that Regina Prouty and Christine Dobrovich attend a Paternity Roundtable Conference in Dublin, Ohio September 14, 2010; at no cost.

Juvenile Court is requesting that Amanda Clements, Tamar Fouler, Lisa Williamsun, LaShon Kilburn attend a the Intercourt Conference at Deer Creek State Park Resort March 4-5, 2010, at the cost of \$655.00 (Fund Number 27826325-5305).

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-253

IN THE MATTER OF APPROVING AN AMENDMENT TO CASH LEASE AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY AND MOIL MEANS FARM LLC:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

AMENDMENT TO CASH LEASE

This Amendment to Cash Lease Agreement made and entered into on December 8, 2008, between the Board of Commissioners for Delaware County, Ohio, landlord, and Moil Means Farm LLC, tenant.

WITNESSETH

WHEREAS, the Landlord and the Tenant are mutually desirous of modifying the terms and conditions of the Lease ("original Lease" herein);

WHEREAS, The Landlord desires to change the application of sludge on to the County owned farmland;

WHEREAS, the Tenant desires to lease the additional farm land;

WHEREAS, The County Administrator recommends this measure for adoption by the Board,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: 219 acres located in Section (s) 18, Town 5, Range 1 &

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2 of Brown Township and further described as Cropland of Delaware County Home Farm, and 51.0 acres located in Section(s) 4, Township 5, Range 19 of Delaware Township and further described as Cropland of Transfer Station Farm except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION XII. ADDITIONAL FEATURES

The tenant agrees to allow access for the application of treated sludge from the Olentangy Waste Water Treatment Plant and/or the Alum Creek Waste Water Treatment Plant by the Delaware County Sanitary Engineer on any farmland not tilled or planted and up to 50 acres of planted farmland. The landlord shall reimburse the tenant if the application of sludge is on farmland after planting of crops any rent paid and liquidated damages, as set forth in Section XI. All applications of sludge will meet EPA guidelines. The landlord agrees to provide proper maintenance and weed control for any farmland to which sludge has been applied.

The tenant may enter the premises prior to April 1st for spring field work by contacting the Delaware County Facilities Management office. The landlord shall not reimburse the tenant for any field work should the tenant fail to pay the rent by April 1st.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

All other terms, agreements, covenants and conditions in the original lease dated December 8, 2008 are hereby ratified and confirmed and remain in full force for and during the term of the original lease.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-254

IN THE MATTER OF ACCEPTING THE PROPOSAL SUBMITTED BY MEADOWS CREEK SUPPLY COMPANY FOR RFP #09-04 VENDING MACHINE SERVICES FOR DELAWARE COUNTY:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, Delaware County received proposals for vending machine services for various Delaware County buildings on December 14, 2009; and,

WHEREAS, after carefully reviewing the bids received, the bid submitted by Meadows Creek Supply Company has been determined to be the lowest and best; and,

WHEREAS, The Facilities Supervisor recommend accepting the proposal.

WHEREAS, The County Administrator recommends this measure for adoption by the Board,

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept the proposal submitted by Meadows Creek Supply Company for RFP #09-04 vending machine services for Delaware County.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-255

IN THE MATTER OF ACCEPTING THE AWARD OF A GRANT FROM THE OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES FOR JUVENILE COURT:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

Grant # 99-2192-ARRA-T-10-10168
Source: Ohio Dept of Alcohol and Drug Addiction Services
Grant Period: Jan. 1 and thru June 30th.2010

Federal funds: \$27,513.00
State funds: 0.00
County funds: 0.00
Total Grant Amount: \$27,513.00

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This grant will be used to hire a part-time program assistant for the Family Treatment Court, and it will pay back the general fund for costs associated with the family treatment court and a portion of the magistrate salary retroactive to Jan. 1 and thru June 30th.2010.This will result in savings to the general fund of \$10,142.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-256

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, The County Administrator recommends this measure for adoption by the Board,

The 911 Communications Director recommends to hire Brittany Craig as the Operations Manager with 911 Communications Department; effective March 1, 2010.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-257

A RESOLUTION AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH LEIGHTY & SNIDER FOR CONSULTING SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) AND REVOLVING LOAN FUND (RLF) PROJECTS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

**AGREEMENT
FOR
COMMUNITY AND ECONOMIC DEVELOPMENT
CONSULTING SERVICES**

THIS AGREEMENT, made and entered into on the 1st day of March, 2010 by and between the **DELAWARE COUNTY COMMISSIONERS, doing business at 101 N. Sandusky St. Delaware, OH** (hereinafter called the "**County**"), and **LEIGHTY AND SNIDER, INC.**, an Ohio corporation engaged in community economic development and planning, located in the Village of Yellow Springs, State of Ohio (hereinafter called the ("**CONSULTANT**")):

WHEREAS, the County desires assistance with economic development projects, especially those involving CDBG RLF monies; and

WHEREAS, the County wishes to proceed with obtaining this assistance;

NOW, THEREFORE, BE IT RESOLVED THAT the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant shall provide the following professional and technical services in connection with the economic development projects:

I. SCOPE OF SERVICES

The Consultant shall provide, at the direction of the County Economic Development Director, professional assistance with economic development projects, and related activities, especially projects involving the use of CDBG RLF monies.

II. ACTIONS BY THE COUNTY

A. The County shall make available to the Consultant:

1. Access to County staff, officials and other local (County or regional) officials and consultants at appropriate and convenient times.
2. All data, studies, plans and other available information concerning any project being assisted by this Consultant.

B. The County shall provide the Consultant with timely policy decisions as they are necessary to complete the Environmental Review Record. The Consultant shall not be held responsible for delays resulting from the failure of the County to provide timely and appropriate decisions on matters affecting projects being assisted by the Consultant.

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III. TERM

The term of this Agreement shall be for a period commencing on the date of execution of all parties hereto, and ending December 31, 2010 subject, however, to prior termination as hereinafter provided.

IV. COMPENSATION

Compensation for the specified services in Section I, will be computed on the basis of the following schedule of hourly rates for employees engaged in the work:

Francis X. Leighty	\$105.00
Christopher M. Leighty	\$55.00
Office Staff	\$40.00

In addition, the Consultant will be compensated for reimbursable expenses away from its office in connection with work specified in this Agreement. These expenses shall be limited to the following maximums:

Meals and Lodging	\$200.00 per person per day
Vehicle Mileage	at IRS approved rate
Common Carrier	Actual cost per person
Rental Car	Actual cost
Postage	Actual cost

The Consultant shall also be reimbursed, at cost, for all charges, such as telephone calls, fax, and reproduction of documents and/or drawings.

The Consultant shall maintain records of all expenses for which consultant seeks reimbursement and shall provide such to the County.

Reimbursement for expenses shall be made only after receipt of original documentation of all such expenses. These shall be attached to the monthly invoices, which shall be itemized to document such expenses (in the manner prescribed in Section V).

The maximum compensation for services Agreement rendered shall be **One Thousand Dollars (\$1,000.00)**.

V. METHOD OF PAYMENT

Payment for services shall be made on a monthly basis. The Consultant shall invoice the County monthly for the services rendered during the previous month. Invoices shall be itemized, distinguishing payment for services and expenses. Invoices shall be due and payable upon receipt by the County. The Consultant may, seven (7) days after giving written notice to the County, suspend services under this Agreement until the Consultant has been paid in full all amounts for services and expenses more than sixty (60) days past due.

VI. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

VII. EQUAL OPPORTUNITY

Consultant agrees (a) That, in the hiring of employees for the performance of work under this agreement no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates; and; (b) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

VIII. TERMINATION OF AGREEMENT FOR CAUSE

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If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this agreement shall, at the option of the County, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County, by virtue of any breach of the agreement by the Consultant, and the County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

IX. TERMINATION OF AGREEMENT FOR CONVENIENCE

Either party may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the County, become its property. If the Agreement is terminated by the County as provided herein, the Consultant will be paid an amount based on the time and expenses incurred by the Consultant prior to the effective date of such termination.

X. SUCCESSORS, ASSIGNS, AND BENEFICIARIES

County and Consultant are hereby bound and the partners, successors, executors, administrators and legal representatives of County and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Consultant may not assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the County, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement

XI. INSURANCE

General Liability Coverage:

Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

Automobile Liability Coverage:

Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

Workers' Compensation Coverage:

Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

Additional Insureds:

The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required herein. Consultant shall require all of its subcontractors to provide like endorsements.

Proof of Insurance:

Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County.

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Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

XII. INDEMNIFICATION AND MUTUAL WAIVER

Indemnification by Consultant:

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, and County's officers, directors, , and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or Sub-Consultants.

Mutual Waiver:

To the fullest extent permitted by law, County and Consultant waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

XIII. MISCELLANEOUS PROVISIONS

Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Survival.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Severability.

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Accrual of Claims.

To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the end of the term under Section III.

XIV. CAMPAIGN FINANCE – COMPLIANCE WITH O.R.C. § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in **Revised** Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Consultant, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

XV. HOMELAND SECURITY

Consultant certifies that it does not provide material assistance to any organization on the

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United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/non-assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

XVI. FINDINGS FOR RECOVERY

Consultant hereby certifies that it is not subject to any unresolved findings for recovery issued against it by the Auditor of State.

XVII. TOTAL AGREEMENT

This Agreement constitutes the entire agreement between County and Consultant and supersedes all prior written or oral understandings.

XVIII. DESIGNATED REPRESENTATIVES

With the execution of this Agreement, Consultant and County shall designate specific individuals to act as Consultant's and County's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of County under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party.

ATTACHMENT A

I. EQUAL OPPORTUNITY

Consultant agrees (a) That, in the hiring of employees for the performance of work under this agreement no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates; and; (b) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

II. EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246

"During the performance of this Contract, the Contractor (Consultant) agrees as follows:

"(1) The Contractor (Consultant) will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor (Consultant) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

"(2) The Contractor (Consultant) will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor (Consultant), state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

"(3) The Contractor (Consultant) will send to each Labor Union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the Labor Union or Worker's representative of the Contractor's (Consultant's) commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The Contractor (Consultant) will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor.

"(5) The Contractor (Consultant) will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the

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Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the Contractor's (Consultant's) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor (Consultant) may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The Contractor (Consultant) will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor (Consultant) will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor (Consultant) becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor (Consultant) may request the United States to enter into such litigation to protect the interest of the United States."

III. SEGREGATED FACILITIES

The Contractor (Consultant) will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

IV. CONFLICT OF INTEREST

The Contractor (Consultant) will abide by the provision that no member, officer or employee of the grantee, or its designers or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

V. COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)

The Contractor (Consultant) agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Contractor (Consultant) shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

VI. INTEREST OF CERTAIN FEDERAL OFFICIALS

The Contractor (Consultant) agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

VII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The Contractor (Consultant) certifies that remuneration under this Contract shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

VIII. "SECTION 3" CLAUSE FOR THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

"During the performance of this Contract, the Consultant agrees as follows:

"(1) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968,

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as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts of work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project

"(2) The parties of this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department of issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

"(3) The Contractor (Consultant) will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

"(4) The Contractor (Consultant) will include this Section 3 in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulation issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor (Consultant) will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

"(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement on contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135."

IX. CIVIL RIGHTS ACT OF 1964, AS AMENDED

Under the Title I of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of age, race, color, creed, sex, disability, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

X. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

XI. "SECTION 504" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(1) The Contractor (Consultant) will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor (Consultant) agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor (Consultant) agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's (Consultant's) non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of labor issued pursuant to the Act.

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(4) The Contractor (Consultant) agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's (Consultant's) obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor (Consultant) will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor (Consultant) is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor (Consultant) will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper, and records of the Contractor (Consultant) which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Nay

RESOLUTION NO. 10-258

A RESOLUTION AUTHORIZING DELAWARE COUNTY MEMBERSHIP IN MID-OHIO DEVELOPMENT EXCHANGE (MODE):

It was moved by Mr. Hanks, seconded by Mr. Thompson to authorize the following:

Whereas, the mission of the Mid-Ohio Development Exchange is to be a catalyst for regional growth, in partnership with community and business leaders, and

Whereas, MODE was founded to facilitate attracting new businesses to an area, to work with existing businesses on retention and expansion needs, to improve the education and training of development professionals and to address issues that effect the development and business community, and

Whereas, MODE provides networking opportunities for economic development professionals on a regular basis, and

Whereas, MODE members have access to programming events and activities, economic development training, track legislation that affects development and receive briefing on the issues, access and training for development programs and software, access to the Columbus Chamber Regional Marketing program and materials, and access to regional data and site selection services..

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

SECTION I. That the Board of Commissioners authorizes the membership to MODE in the amount of \$5,000.00 for 2010.

Vote on Motion Mr. O'Brien Nay Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-259

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING A COLUMBUS ZOO HOTEL ECONOMIC IMPACT STUDY:

It was move by Mr. Hanks, seconded by Mr. Thompson to authorize the following;

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local eligible businesses; and

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WHEREAS, The Delaware County Revolving Loan Fund (RLF) purpose is to encourage the expansion and stability of the economic base of, and encourage increased employment opportunities, particularly for low and moderate (LMI) income persons, and

WHEREAS, Delaware County Commissioners assisted the Columbus Zoo with a RLF grant, in the amount of \$10,000 in 2009, to conduct a Feasibility Study for a lodging/hotel at the Zoo, and

WHEREAS, the Columbus Zoological Park Association has requested funding in the amount up to \$24,000 for a Columbus Zoo Hotel Economic Impact Study, and

WHEREAS, the Impact Study will evaluate the economic impact a hotel would have on Delaware County and the surrounding area, and

WHEREAS, the Hotel Impact Study will further evaluate the recommendations made in the Columbus Zoo Feasibility Study.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby approves a RLF grant in the amount up to \$24,000 to fund the Columbus Zoo Hotel Economic Impact Study

Section 2. This resolution shall be sent to Ohio Department of Development for their approval.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-260

IN THE MATTER OF APPROVING THAT THE COSTS INCURRED BY THE COMMISSIONERS' OFFICE FOR MAILING NOTICES AND THE COST INCURRED BY THE COUNTY ENGINEER IN MAKING PRELIMINARY REPORTS FOR THE GORSUCH ROAD WATERSHED AREA DITCH PETITION BE PAID FROM THE BOND OF THE PETITIONERS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas, the bond for the Gorsuch Road Watershed Ditch, made payable to the county, to the credit of the general drainage improvement fund, maybe used to pay the cost of notices, if the petition is dismissed at the first hearing, and

Whereas, pursuant to section 6131.09 of the Revised Code, the costs incurred by the engineer in making preliminary reports may be paid from the bond of the petitioners if the petition is dismissed at the first hearing, and any amount in excess of the bond shall be paid from county funds; and

Whereas, the Gorsuch Road Watershed Area Ditch Petition Filed By Steven Chucta and Others was dismissed by the Board of Commissioners at the first hearing on February 1, 2010 with resolution No.10-148, and

Whereas, the 21 day appeal period has expired and the bond is due to be released;

Whereas, The County Administrator recommends this measure for adoption by the Board,

THEREFORE BE IT RESOLVED, the Board of County Commissioners approves the following:

1. The bond for the Gorsuch Road Watershed Ditch will be used to pay the cost incurred by the Commissioners' Office for mailing of notices.

2. That any and all costs incurred by the engineer in making preliminary reports for the Gorsuch Road Watershed Area Ditch Petition Filed By Steven Chucta and Others shall be paid from the bond of the petitioners. Any amount in excess of said bond shall be paid from county funds.

FURTHER BE IT RESOLVED, that the Commissioners approve establishing a new organization key for the cost incurred during the Gorsuch Road Watershed Area Ditch Petition process 40311434.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Nay

RESOLUTION NO. 10-261

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF FUNDS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

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Whereas, The County Administrator recommends this measure for adoption by the Board,

Supplemental Appropriation

20411305-5338	D & K – Utilities	\$	2,000.00
66611905-5410	LSWRF - Capital Outlay	\$	1,434,050.00

Fund Transfers

From	To		
22311611-5801	22411603-4601		
Workforce Investment Act/Transfers	JFS Workforce/Interfund Revenue	\$	185,520.46
22511607-5801	22411604-4601		
Children Services/Transfers	JFS Children Services/Interfund Revenue	\$	146,962.18

Further Be It Resolved, that The Board of Commissioners approves a Purchase Order for the Concord Scioto Community Authority in the amount of \$1,434,050.00 (66611905-5410).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Nay

COMMISSIONERS' COMMITTEES REPORTS

(Refer To Cd Minutes For Entire Record)

Commissioner Hanks

-Mark Twain
-First US Census

Commissioner O'Brien

-Ford Made In America-Orchestras

Commissioner Thompson

-Ford Made In America-Orchestras
-Economy and Conveyance Fees

RESOLUTION NO. 10-262**7:30 PM FINAL HEARING FOR THE O'BRIEN #440 WATERSHED DITCH PETITION PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to open the Hearing at 7:30PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-263

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

RESOLUTION NO. 10-264

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE O'BRIEN #440 WATERSHED DITCH PETITION PROJECT TO MONDAY APRIL 5, 2010 AT 8:00PM:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to continue the Public Hearing to Monday April 5, 2010 at 8:00 PM.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-265**IN THE MATTER OF ADJOURNING THE MEETING:**

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It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners