

COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 31, 2011

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

Present:
Dennis Stapleton, President
Ken O’Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-312

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 28, 2011:

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 March 28, 2011; 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 Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-313

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD MARCH 28, 2011:

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 a work session on March 28, 2011; 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 work session 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 work session.

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

PUBLIC COMMENT

DELAWARE GENERAL HEALTH DISTRICT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-314

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0330:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0330 and Purchase Orders as listed below:

Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1103393	KAPLAN UNIVERSITY	2011 ANNUAL SUBSCRIPTION	10011303 - 5305	\$5,940.00	0001
R1103598	FISHER SCIENTIFIC	FLASK SCRUBBER - GLASSWARE WASHER FOR LAB AT ALUM	66611904 - 5450	\$6,071.01	0001
R1103609	MOTOROLA SOLUTIONS	6 MOBILE RADIOS XTL2500	21411306 - 5260	\$12,725.00	0001

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

RESOLUTION NO. 11-315

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, JEFFREY S. GIBSON, REQUESTING ANNEXATION OF 0.562 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to acknowledge that on March 25, 2011, the Clerk to the Board of Commissioners received an annexation petition request to annex 0.562 acres of land in Berkshire Township To The Village Of Sunbury.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-316

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF A MOTOR VEHICLE FOR THE DELAWARE COUNTY CORONER'S OFFICE:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Delaware County Coroner's Office to expend county monies for the purchase of one vehicle; and

WHEREAS, the Board of County Commissioners will, through this resolution, legally appropriate monies from the proper funds for the acquisition of vehicles;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one vehicle for use by the Delaware County Coroner's Office.

Section 2. The Board of County Commissioners of Delaware County, Ohio, does hereby declare that the motor vehicle required is needed to perform the operations of the Delaware County Coroner's Office.

Section 3. The Board of County Commissioners of Delaware County, Ohio, does hereby declare that the general description of such vehicle is as follows: Sport Utility Vehicle equipped with 4 Wheel Drive, and capable of towing at least 5,000 pounds.

Section 4. The Board of County Commissioners of Delaware County, Ohio, does hereby declare that the acquisition of said vehicle will be in accordance with the State of Ohio's State and Federal Surplus Services program, of which the Delaware County Coroner's Office is an eligible member.

Section 5. This Resolution shall take immediate effect upon passage.

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-317

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE PURCHASE AGREEMENT SUBMITTED BY CHESROWN CAR DEALERSHIP FOR A PASSENGER VAN:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, Delaware County was award CDBG Formula 2010 funds in the amount of \$24,900 and Revolving Loan Funds (RLF) up to \$5,500 to purchase a passenger van for Family Promise, and

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WHEREAS, the bid submitted by Chesrown Dealership, in the amount of \$30,258.50 has been determined to be the lowest and best bid, and

WHEREAS, Chesrown Dealership requests a deposit of \$5,000.00 be submitted with the order of the van, and

WHEREAS, the Director of the Economic Development Department recommends approval of the following:

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. That the Delaware County Board of Commissioners awards the bid to Chesrown Dealership, in the amount of \$30,258.50 for a 15 passenger van to assist Family Promise with transporting homeless families.
- Section 2. That this resolution shall take effect and be in force immediately after its passage.

BUYERS ORDER 14696		Chesrown CHEVROLET BUICK GMC 740-363-1175 1588 Columbus Pike (Rt. 23) Delaware, OH 43015 800-274-3603 www.chesrown.com		DOCUMENT NO. D61674 S.S. NUMBER 1001524	
PURCHASER'S NAME <u>DELAWARE COUNTY COMMISSIONERS</u>		DATE <u>22 FEB 2011</u>			
STREET ADDRESS <u>101 N SANDUSKY ST</u>		PHONE <u>(740)833-2107</u>			
CITY <u>DELAWARE</u> COUNTY <u>DELAWARE</u> STATE <u>OH</u> ZIP <u>43015</u>		SALESPERSON <u>NORRIS, RICHARD</u>			
ENTER MY ORDER FOR ONE <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL VEHICLE		AS FOLLOWS:			
YEAR <u>2011</u>	MAKE <u>CHEVROLET</u>	MODEL <u>EXPRESS</u>	COLOUR <u>WHITE</u>	TRIM	
VIN <u>1GAZGZF6281125390</u>	TO BE DELIVERED ON OR ABOUT <u>02/22/11</u>		STOCK NO. <u>C1674</u>		
REMARKS: <input type="checkbox"/> SEE VEHICLE DELIVERY REPORT ATTACHED <input type="checkbox"/> SEE SPOT DELIVERY AGREEMENT ATTACHED <input type="checkbox"/> SEE LIMITED WARRANTY ATTACHED		CASH PRICE OF VEHICLE		\$ <u>29975.00</u>	
DEPOSIT RECEIPT: Dealer hereby acknowledges receipt of the sum of \$ _____ as a Deposit/Partial Payment for the vehicle described above. If this receipt is for a Deposit, Dealer will refund from selling the described vehicle for _____ days. This Deposit/Partial Payment <input type="checkbox"/> IS <input type="checkbox"/> IS NOT refundable, subject to the conditions on the reverse side and the following: <input checked="" type="checkbox"/>		NEGATIVE EQUITY: I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that the cash price of the vehicle be increased by \$ _____ to cover negative equity from my trade-in/the amount owed on my lease turn-in.			
TRADE-IN ALLOWANCE <u>NA</u>		TAXABLE TOTAL <u>30225.00</u>		DOCUMENT FEES <u>250.00</u>	
BALANCE OWED ON TRADE <u>NA</u>		TAXABLE TOTAL <u>30225.00</u>		SELLING PRICE <u>30225.00</u>	
NET EQUITY <u>NA</u>		TAXABLE TOTAL <u>30225.00</u>		X % = SALES TAX	
DEPOSIT <u>5000.00</u>		TAXABLE TOTAL <u>30225.00</u>		COUNTY <u>DELAWARE</u>	
CASH ON DELIVERY <u>NA</u>		TAXABLE TOTAL <u>30225.00</u>		TITLE FILING FEES <u>33.50</u>	
OTHER <u>NA</u>		TAXABLE TOTAL <u>30225.00</u>		OTHER <u>NA</u>	
TOTAL CREDIT <u>5000.00</u>		TAXABLE TOTAL <u>30225.00</u>		TOTAL <u>30258.50</u>	
TRADE-IN STOCK NO. _____		TAXABLE TOTAL <u>30225.00</u>		TOTAL CREDIT <u>5000.00</u>	
YEAR _____ MAKE _____ MODEL _____		TAXABLE TOTAL <u>30225.00</u>		BALANCE DUE <u>25258.50</u>	
BODY TYPE _____ VIN _____ MILEAGE _____		TAXABLE TOTAL <u>30225.00</u>			
<small>ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. The front and back of this Agreement and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.</small>					

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-318

A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND FAMILY PROMISE:

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

Memorandum of Understanding (MOU)
Between
Delaware County Commissioners
and
Family Promise

This Memorandum of Understanding is made and entered into by and between the **Delaware County Commissioners**, with its office located at 101 N. Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as the "County") and **Family Promise**, with its office located at 35 North Washington Street, Delaware, Ohio 43015 (hereinafter referred to as "Family Promise").

RECITALS

WHEREAS, Family Promise is a nonprofit organization committed to helping low-income and homeless families achieve lasting independence; and

WHEREAS, Family Promise requested a grant to purchase a 15 passenger van (the "Vehicle") to transport homeless families to doctor visits, day care, schools, and various churches that are nightly shelters for the homeless (the "Program"); and

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WHEREAS, the County approved Resolutions #10-821 and #10-822 dated June 21, 2010, to use CDBG Formula 2010 funds in the amount up to \$24,900 and Revolving Loan Fund (RLF) in the amount up to \$5,500 to purchase the Vehicle; and

WHEREAS, the County agrees to title the Vehicle in the name of Family Promise for use in the Program; and

WHEREAS, Family Promise agrees to pay for and carry full liability and collision insurance on the Vehicle and pay for and provide maintenance for the Vehicle as long as it remains in their possession; and

WHEREAS, Family Promise agrees to return the Vehicle to the County if for any reason the Program that is eliminated or halted; and

WHEREAS, the CDBG funds will meet the needs of Delaware County's low-to-moderate income households and the National Objectives established for the CDBG program;

NOW THEREFORE, PURSUANT TO THE FOREGOING, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. Vehicle and Insurance. The County shall purchase the Vehicle for Family Promise and arrange for the title to the Vehicle in the name of Family Promise for use in the Program. The Vehicle shall be used exclusively for Program purposes in accordance with Federal, State, and County approval thereof. If, for any reason, Family Promise shall eliminate or cease Program operation, Family Promise shall immediately notify the County in writing and transfer title to the Vehicle to the County. Family Promise shall, during the life of this MOU, maintain automobile liability and collision insurance in sufficient amounts as approved by the County. All such policies shall list the County as an additional insured. Prior to delivery of the Vehicle, Family Promise shall provide properly executed certificates of insurance and endorsements showing the County listed as an additional insured. Family Promise shall, during the life of this MOU, pay for and provide proper maintenance and care for the Vehicle.

2. Termination of MOU for Cause. If, through any cause, Family Promise shall fail to fulfill in a timely and proper manner their obligations under this MOU, or if Family Promise shall violate any of the covenants, agreements, or stipulations of this MOU, the County shall thereupon have the right to terminate this MOU by giving written notice to the Family Promise of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If this MOU is terminated in accordance with this Section, Family Promise shall return the Vehicle to the County and transfer title to the Vehicle to the County on or before the effective date of termination.

Notwithstanding the above, Family Promise shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the MOU by the Organization.

3. Termination for Convenience of the County. Either party may terminate this MOU at any time upon (90) days written notice to the other party. If this MOU is terminated in accordance with this Section, Family Promise shall return the Vehicle to the County and transfer title to the Vehicle to the County on or before the effective date of termination.

4. Personnel.

a. Family Promise, will secure at their expense, all personnel required in performing the services under this MOU. Such personnel shall not be employees of or have any relationship with the County.

b. All of the services required hereunder will be performed by Family Promise or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this MOU shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written MOU or agreement and shall be subject to each provision of this MOU.

5. Assignability. Family Promise shall not assign any interest on this MOU, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto.

6. Reports and Information. Family Promise, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this MOU, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this MOU.

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7. Records and Audits. Family Promise shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the MOU and such other records as may be deemed necessary by the County to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the County or any authorized representative, and will be retained for three years after the expiration of this MOU unless permission to destroy them is granted by the County.
8. Compliance with Local Laws. Family Promise shall comply with all applicable laws, ordinances, and codes of the State and Local governments. Family Promise agrees to indemnify and hold harmless the County, its officials, employees, volunteers, and agents from and against any claims, costs, expenses, attorney fees, judgments, and any other liabilities arising from or related to this MOU caused in whole or in part by the actions or omissions of Family Promise, its officers, employees, volunteers, agents, subcontractors, or any other person for whom any of them may be liable.
9. Equal Employment Opportunity. During the performance of this MOU, Family Promise agrees as follows:
 - a. Family Promise will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, famial status, handicap, or national origin. Family Promise will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, famial status, 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. Family Promise agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of this non-discrimination clause.
 - b. Family Promise will, in all solicitation or advertisements for employees placed by or on behalf of the Organization, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, famial status, handicap, or national origin.
 - c. Family Promise will cause the foregoing provisions inserted in all subcontracts for any work covered by this MOU so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to MOU or subcontract for standard commercial supplies or raw materials.
 - d. Family Promise will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. Family Promise will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County's Department of Housing and County Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event Family Promise non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Organization may be declared ineligible for future Government MOU in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. Family Promise will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Organization will take such action with respect to any subcontract or purchase order as the County's Department of Housing and County Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Organization becomes involved in, or is threatened with, ligation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and County Development, the Organization may request the United States to enter into such litigation to protect the interests of the United States.
10. Civil Rights Act of 1988, as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, 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.

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11. Section 109 of the Housing and County Development Act, as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, 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.
12. Section 3 Compliance in the Provision of Training, Employment, and Business Opportunities.
 - a. The work to be performed under this MOU 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 County Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training an employment be given to lower income residents of the project area and MOU for 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.
 - b. The parties of this MOU 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 issued thereunder prior to the execution of this MOU. The parties to this MOU certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. Family Promise will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other MOU or understanding, if any, a notice advising the said labor organization or worker's 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.
 - d. Family Promise will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. Family Promise 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 requirements of these regulations.
 - e. 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 hereunder prior to the execution of the MOU, shall be a condition of the federal financial assistance provided to the project, binding upon 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 or MOU through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
13. Interest of Member of the Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this MOU; and Family Promise shall take appropriate steps to assure compliance.
14. Miscellaneous Provisions.
 - a. This MOU shall be governed by the laws of the State of Ohio. Any and all disputes arising from this MOU shall be filed in and heard before the courts of Delaware County, Ohio.
 - b. If any provision of this MOU shall be found or determined to be invalid, unenforceable, void, or voidable, all other provisions herein shall remain in full force and effect.

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

RESOLUTION NO. 11-319

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR COMMON PLEAS SPECIAL FUNDS PROJECTS:

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

Transfer of Appropriation

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From	To		
25222203-5250	25222203-5320		
Common Pleas Special Projects	Common Please Special Projects/	\$	520.00
/Minor Tools	Data Processing		

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

RESOLUTION NO. 11-320

IN THE MATTER OF APPROVING AN INTER-AGENCY AGREEMENT BETWEEN THE BOARD OF
DELAWARE COUNTY COMMISSIONERS AND THE VILLAGE OF GALENA FOR THE
ADMINISTRATION OF A CLEAN OHIO TRAIL FUND PROJECT:

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

Inter-Agency Agreement

This Agreement is entered into this 31st day of March, 2011, by and between the Village of Galena (the "Village") and the Delaware County Commissioners (the "County") for the administration of a Clean Ohio Trail Fund project as follows:

The Village of Galena is the applicant for a 2011 Clean Ohio Fund grant to pave a 1 mile multi-use recreational trail from Dustin Road to the southern edge of the Heathermere Subdivision, including the decking of the railroad bridge that crosses Little Walnut Creek (the "Project").

In accordance with the grant program requirements, the parties hereto have mutually agreed to the following division of responsibilities:

1. Funding: The County agrees to front the grant portion of the Project funding. Upon receipt of grant funds for the Project, said funds shall be deposited with the County to reimburse the County's initial outlay of funds for the Project. The County shall have no financial responsibility for the Project over and above the grant funds. The Village agrees to provide or collect all remaining matching funds for the Project and cause said matching funds to be deposited with the County for application to the Project costs.
2. Administration: The County shall have authority to award any and all contracts in furtherance of the Project and shall have approval authority over any and all change orders thereto. The County shall administer payments to contractors and maintain all financial records for the Project. Bidding and construction administration shall be contracted to an engineering firm, subject to Chapter 163 of the Revised Code. Design and construction plans, including all modifications thereto, are subject to approval by both the Village and the County.
3. Unforeseen Costs: Any unforeseen costs shall be paid from contingency funds set aside within the Project estimate. If unforeseen costs exceed the amount of contingency funds, the Village and County agree to modify the scope of the Project to reduce the cost to within budget limitations. In no event shall the County incur any costs over and above the reimbursable grant funds.
4. Communication and Records: As public records, all records pertaining to this Project shall be available for inspection during regular business hours. The County agrees to keep the Village well informed of the Project via the contracted administrator, and the County shall provide to the Village any additional information regarding the Project upon request.
5. Ownership: The Village shall, at all times, hold ownership of the Project and shall retain all rights in this respect.
6. Maintenance: The Village shall be solely responsible for all maintenance for the Project. This maintenance includes, but is not limited to, keeping the trail open and free of tree limbs, grass mowing, and items in need of repair.
7. Termination: This Agreement shall terminate upon one of the following events: (1) the grant application is denied; or (2) the Project is completed, including final payment and full reimbursement to the County. Notwithstanding termination of this Agreement pursuant to Section 7.(2), Sections 5 and 6 of this Agreement shall continue in full force and effect.

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

RESOLUTION NO. 11-321

IN THE MATTER OF SUPPORTING THE VILLAGE OF GALENA'S CLEAN OHIO TRAIL FUND GRANT
APPLICATION:

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

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources ("ODNR"), administers financial assistance for public recreation purposes, through the Clean Ohio Trails Fund ("COTF"); and

WHEREAS, the Village of Galena desires financial assistance under the COTF Program and has applied for funding for the Galena Brick Trail; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") has entered into an Inter-Agency Agreement with the Village of Galena for the administration of the COTF grant;

NOW, THEREFORE, be it resolved by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby declares its support for the Village of Galena's COTF grant application for the Galena Brick Trail.

Section 2. The Board hereby agrees to obligate the funds, in an amount not to exceed \$255,824.00, for the portion of the cost of the project that will be eligible for reimbursement by ODNR under the terms and conditions of the COTF Program.

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

RESOLUTION NO. 11-322

IN THE MATTER OF ADOPTING RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") has had a long history of allowing public comment at the Board's regular sessions; and

WHEREAS, the Board desires to continue allowing public comment at its regular sessions, in the spirit of a limited public forum; and

WHEREAS, in order to conduct sessions in an orderly and timely fashion, considering the Board's duty to attend to matters of public business, the Board finds that reasonable time, place, and manner restrictions are necessary to regulate this limited public forum; and

WHEREAS, the Board desires to codify such time, place, and manner restrictions, so as to better inform the public of said restrictions and to foster the orderly conduct of public comment;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

The Board hereby adopts the following Rules Governing Public Comment before the Board and hereby rescinds any other previously adopted Rules Governing Public Comment:

RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO

Rule 1. Title

These Rules shall be known as the "Rules Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio."

Rule 2. Applicability

These Rules shall apply to members of the general public who wish to speak before the Board of County Commissioners of Delaware County, Ohio (the "Board") at a scheduled regular session meeting of the Board.

Rule 3. Speaker Registration

A. Any member of the general public who wishes to speak before the Board shall be required to fill-out a Speaker Registration Form and return the form to the Clerk to the Board. Forms shall be available in the lobby outside the Board's hearing room or in the Clerk's possession.

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B. On the Speaker Registration Form, the individual wishing to speak shall provide his or her name, address, the agenda item to be addressed, and if the individual will be speaking for or against the item. If the comments are not intended for an agenda item, the individual wishing to speak shall indicate the subject matter on the form, and the person will be allowed to speak under the Public Comment section of the session.

C. The Board encourages individuals to submit written testimony, material, and/or information to supplement their oral statements or testimony. Five (5) copies of any written testimony, material, and/or information to be distributed shall be filed with the Clerk to the Board.

D. Speaker registration must be completed personally by the individual wishing to speak on the day of the meeting. Speaker registration for the Public Comment section of the session shall be completed prior to the end of the Public Comment section. Speaker registration for agenda items shall be completed prior to the call for a vote on the agenda item.

E. Individuals are not permitted to complete speaker registration for others who wish to speak, except in the case where the individual requires assistance due to injury or disability.

F. Board staff members are not permitted to complete speaker registration for members of the public wishing to speak, except in the case where the individual requires assistance due to injury or disability. In no event shall Board staff members be permitted to complete speaker registration over the telephone, or any other telecommunication, on behalf of members of the public wishing to speak.

G. The Board may disregard any speaker registration that is not completed in its entirety.

Rule 4. Limitations

A. For each regular session, individuals are permitted to register to speak on no more than two (2) items.

B. Speakers may only speak to the item indicated on the Speaker Registration Form submitted to the Clerk. The Board will hear up to three (3) speakers "for" and three (3) speakers "against" any item, recognizing speakers in the order in which the registration slips are received by the Clerk.

C. Speakers shall limit their remarks to three (3) minutes. If the subject does not concern the legislative or administrative responsibilities of county government, the President of the Board may refer the speaker to another public forum and/or deny the request to speak.

Rule 5. Prohibitions

Speakers' subject matter shall not contain obscenity, profanity, defamation or slander. Speakers shall not disrupt the order or decorum of the session. Speakers are expected to refrain from criminal behavior, including, but not limited to, riot (R.C. § 2917.03), disorderly conduct (R.C. § 2917.11), or disturbing a lawful meeting (R.C. § 2917.12).

Rule 6. President of the Board

A. The President of the Board is charged with preserving the order and decorum of the session and with ensuring that any public comment is pertinent to the issue of an agenda item before the Board. Pursuant to that authority, the President of the Board is vested with the authority to enforce these Rules. If the President of the Board determines that these Rules are not being followed, one warning shall be given. If the Rules continue to be violated after one warning, the President of the Board may revoke the individual's speaking privileges.

B. Any ruling pursuant to these Rules by the President is subject to appeal by another member of the Board by calling for a Point of Order. If another member of the Board seconds the Point of Order, the President's ruling shall be overturned. Appeals pursuant to this Rule are not subject to debate.

Rule 7. Public Comment Procedure

A. The Clerk of the Board shall present the Speaker Registration Form or Forms to the President of the Board. Speakers shall be recognized in the order in which the forms are received.

B. Speakers shall not address the Board until they have been recognized by the President of the Board and called to the podium and all questions shall be addressed to the Board.

C. Once recognized, the speaker shall clearly state his or her name and the organization represented (if applicable).

Rule 8. Variance or Waiver

Any variance or waiver of these Rules, including, but not limited to, an extension of time restrictions, shall be by a majority vote of the Board.

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Speaker Registration Form

The following rules apply to any individual who wishes to speak before the Delaware County Board of Commissioners during Regular Session meetings:

- 1. This form is to be completed and submitted to the Clerk to the Board prior to speaking.
- 2. Speakers shall limit their remarks to three (3) minutes. If the subject does not concern the legislative or administrative responsibilities of county government, the President of the Board may refer the speaker to another public forum and/or deny the request to speak.
- 3. Speakers may only speak on the item(s) noted on the form. If a non-agenda item discussion is wanted please provide a brief description of the subject matter on the "Public Comment" line of the form, and you will be recognized during "Public Comment."
- 4. The Board reserves the right to limit the number of speakers to three (3) in favor and three (3) not in favor of any item.
- 5. Speakers' subject matter shall not contain obscenity, profanity, defamation or slander. Speakers shall not disrupt the order or decorum of the session. Speakers are expected to refrain from criminal behavior, including, but not limited to, riot, (R.C. 2917.03), disorderly conduct (R.C. 2917.11), or disturbing a lawful meeting (R.C. 2917.12).
- 6. All comments will be directed to the Board of Commissioners.
- 7. Permission to speak may be denied or terminated by the President subject to the rules governing public comment.

The Clerk to the Board will present Speaker Registration Forms to the President of the Board in the order received. Individuals who would like to contact the Commissioners or County Administrator may do so via the following options:

E-mail:			
Tim Hansley:	County Administrator:	thansley@co.delaware.oh.us	740-833-2104
Dennis Stapleton:	County Commissioner:	dstapleton@co.delaware.oh.us	740-833-2101
Tommy Thompson:	County Commissioner:	tthompson@co.delaware.oh.us	740-833-2102
Ken O'Brien:	County Commissioner:	kobrien@co.delaware.oh.us	740-833-2103

U.S. Mail: 101 N. Sandusky Street P.O. Box 8006 Delaware OH, 43015-8006

General Session will be held on Mondays at 9:30 and Thursdays at 10:00. Please call ahead to confirm at 740-833-2100.

Name: _____

Address: _____

Telephone: _____ E-Mail: _____

Agenda Item: _____ Public Comment: _____

Speaking "For" or "Against" the Item (please circle one): For Against

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Thompson
-Attended the Investment Committee Meeting; still very low rates but not losing ground

Commissioner O'Brien
-There is an EMA meeting on Monday

Commissioner Stapleton
-On Friday Will Attend A CCAO Finance Sub Committee
-Senate bill 5

RESOLUTION NO. 11-323

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:55AM.

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

RESOLUTION NO. 11-324

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 12:05PM.

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

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners