

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 23, 2009**

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

RESOLUTION NO. 09-320

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 19, 2009 AND SPECIAL MEETINGS FROM MARCH 20 AND 21, 2009:

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 March 19, 2009 and special sessions on March 20 and 21, 2009; 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. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

RESOLUTION NO. 09-321

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0320 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PRC0320:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0320, Procurement Card Payments in batch number PRC0320 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0903667	DELAWARE CHRISTIAN	DAY CARE	22411610 - 5348	\$30,000.00	0001
R0903671	GODDARD SCHOOL,THE	DAY CARE	22411610 - 5348	\$35,000.00	0001
R0903710	POMEGRANATE HEALTH SYSTEMS INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$100,000.00	0001
R0903714	VIAQUEST BEHAVIORAL HEALTH OHIO INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$35,000.00	0001
R0903722	L ROBERT KIMBALL AND ASSOC INC	CONSULTING SERVICES FOR 911 DEPARTMENT	21411306 - 5301	\$59,150.00	0001
R0903724	OFFICE CITY EXPRESS INC	FURNITURE PROBATE HAYES	40111402 - 5250	\$12,150.00	0001

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R0903725 OHIO PUBLIC ALLEN 10011202 - 5301 \$8,906.25 0001
DEFENDER MURDER/FINA
L BILL ATTY
MEYERS

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

RESOLUTION NO. 09 -322

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Department is requesting that the all of the 911 Personnel participate in a Bi-Monthly Training in the 911 Center for CDE Credits during 2009, at the cost of \$1,080.00.

The Environmental Services Department is requesting that Eric Kletrovetz, Tiffany Jenkins and Matt Lambert attend a County Construction and Finance Seminar in Columbus, Ohio March 25, 2009, at the cost of \$297.00. (Class was Canceled no need to approve)

The Child Support Enforcement Agency is requesting that Matthew Smith attend an Administrative Hearing Officer Training in Knox County April 2, 2009, at no cost.

The Court of Common Pleas (Adult Court Services) is requesting that Lorrie Sanderson attend a Pretrial Services Training in Sugar Creek, Ohio April 23-24, 2009, at the cost of \$288.00.

The Sheriff's Office is requesting that Kevin Savage attend a Officer Safety and Criminal Intelligence Training in Indianapolis, Indiana April 7-9, 2009, at the cost of \$318.00.

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

RESOLUTION NO. 09-323

IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:

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

Permit #	Applicant	Location	Type of Work
U09-017	AEP	HOME RD	RELOCATE FACILITIES
U09-018	EMBARQ	S. GALENA RD	REPLACE CABLE

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

RESOLUTION NO. 09-324

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

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

Reduction of Inventory

The following vehicles are no longer useful to the Delaware County Engineer's Office, and we are requesting permission to reduce our inventory of these two vehicles. The Engineering staff will first inquire of the Townships of their possible interest in purchasing them and, if no one is interested, we will sell through auction. The vehicles to be sold are:

- **1991 International Single Axle Dump Truck, Asset Tag Number 4810310087, Serial Number 1HTSDNGN5MH351427** – this vehicle has had both the speedometer and hour meter changed, so we are estimating that the truck has over 270,000 miles on it with over 13,000 hours of use.
- **1991 Chevrolet Tandem Axle Dump Truck, Asset Tag Number 5346, Serial Number 1GBS7H4JXMJ101654** – this vehicle has mileage of 189,663 and, as there was no hour meter on it when purchased in 2003, one was installed and currently has 1,775 hours logged.

WHEREAS, Delaware County has personal property not needed for public use, or are obsolete or unfit for the use for which they were acquired;

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Office/Dept.	Delaware County Engineer's Office	
Asset Tag #	Item Description	Serial #
4810310087	International 4900 Dump Truck	1HTSDNGN5MH351427
5346	Chevrolet 1991 Tandem Axle Dump Truck	1GBS7H4JXMJ101654

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, declare the above personal property obsolete, unfit, or not needed for public use and authorize the internet auction, public auction, private sale when the fair market value of each item is less than \$2,500.00, sale or donation to a political subdivision or the disposal or salvage of property that has no value, in accordance of the Ohio Revised Code Section 307.12.

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

RESOLUTION NO. 09-325

SETTING BID OPENING DATE AND TIME FOR LIQUID ASPHALT, HOT MIX AND TWO MEN AND A PAVER FOR THE DELAWARE COUNTY ENGINEER'S OFFICE:

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

Sealed bids will be accepted for **Liquid Asphalt** based upon unit price bids per gallon of each material and **Items 301, 402 and 404 Asphalt Hot Mix materials** based upon unit price per ton of material. All material items shall meet the **Ohio Department of Transportation Material Specifications for 1997 and 2002 specs as directed**. Bids will also be accepted for **Two Men and a Paver, price per ton laid**. Copies of **General Specifications** may be obtained at the office of the **Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015**.

Bids for **Liquid Asphalt** shall be delivered price to job site at any location within Delaware County. Free unloading time and demurrage shall also be noted. Bids for **Hot Mix Materials** shall be FOB plant price. Said materials to be used by the Delaware County Engineer **through April 30, 2010**.

Prices on all materials shall also be extended to the 18 Townships within Delaware County.

Bids will be received by the **Delaware County Commissioners, at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 until 10:00 a.m. April 13, 2009**, at which time said bids will be opened. Bids will be awarded at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

Bids shall be submitted in a sealed envelope and marked **SEALED BID FOR LIQUID ASPHALT, HOT MIX AND TWO MEN AND A PAVER:**

This **Invitation to Bid** is hereby made a part of the specifications. The Delaware County Commissioners reserve the right to reject any and/or all bids.

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

RESOLUTION NO. 09-326

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to approve the End-Of-Probationary Pay Increase for Nicole Pounds with the Child Support Enforcement Agency; effective date March 13, 2009.

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

RESOLUTION NO. 09-327

IN THE MATTER OF APPROVING CONTRACTS BETWEEN CHILD SUPPORT ENFORCEMENT AGENCY AND COMMON PLEAS I; COMMON PLEAS JUVENILE DIVISION, PROSECUTOR, SHERIFF AND CLERK OF COURTS FOR TITLE IV-D:

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

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Whereas, the Director of the Child Support Enforcement Agency recommends approval of the following Title IV-D contracts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following Title IV-D contracts:

**Ohio Department of Job and Family Services
(IV-D) CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Delaware County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV- D Contract with Delaware *County Court of Common Pleas I* (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this W-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D) Contract Terms:

1. **IV-D) Contract Period:** The IV-D Contract is effective from 01/01/2009 through 12/31/2009, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The W-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: A actual hour of the Magistrates time, or an actual fractional hour of Magistrate's time spent on IV-D CSEA initiated or IV-D non-CSEA initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$130.96 per Unit of Service as determined by: •

-The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or

-The procurement process for a IV-D Contract with a private entity.

- 4B. **Total IV-D) Contract Cost:** The Total IV-D Contract Cost is \$52,383.25

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. **Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:**

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	<i>Amount</i>	<i>Source</i>
<i>Non-Federal Share</i>	<i>\$17,810.31</i>	<i>Local Sources</i>
<i>FFP Reimbursement</i>	<i>\$34,572.94</i>	
<i>Total IV-D Contract Cost</i>	<i>\$52,383.25</i>	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M. on the following days Monday through Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (after 12:00 P.M.), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (after 12:00 P.M.), Christmas Day, New Year's Eve (after 12:00P.M.) and New Year's Day..

8. Amendments to and Modifications of the IV-D Contract: The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- Amendments: The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor wee to the amendments, the CSEA submits the amendments to OCS on the JES 07037 (IV-D Contract Amendment), and OCS accepts the IFS 07037; or
- Modifications: The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the IFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the NS 07034 (Governmental Contactor Monthly Expense Report) and the IFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the IFS 07034 or IFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. Expensed Equipment: Equipment that has been included in the unit rate on the NS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the YES 02151 (IV-D Contract Evaluation) and provide a copy of the completed NS 02151 to the Contractor.

12. Recordkeeping: The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an

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authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

16. Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization: When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurityv.ohio.gov.

17. Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.

18. Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

19. Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

20. Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.

21. Americans with Disabilities Act (ADA) Compliance: The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.

22. Civil Rights: The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.

23. Equal Employment Opportunity: In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

24. Termination: This IV-D Contract may be terminated:

24A. By mutual agreement at any time after the date on which the two parties reach their decision.

24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.

24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.

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24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this W-D Contract, as determined by the Contractor. If the Contractor elects to terminate the W-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.

24E. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-13 Contract Cost. The CSEA shall not be liable for any further claims.

**Required Individual Contract Performance Standards (OAC 5101:12-10-45.2 (E))
(See JFS Form 07018 (Revised 12.2005) Section 9(B))
(OAC 5101:12-10-45.2 (E))**

1. The CSEA shall provide the Court of Common Pleas with complete and accurate information, verifications, and agency findings. The CSEA shall make recommendations necessary for the Court to deliver those services required by this contract. The CSEA shall keep the Court informed of all changes and updates in the Federal, State, and local IV-D Program, as they effect the contract. The CSEA and the Court will maintain and provide all records necessary in the event of an audit, including documentation of monthly expenses associated with the contract. The CSEA shall provide the Court with information to determine W-D status and if the case is CSEA initiated or non-CSEA initiated. The CSEA will provide the Court with pertinent information in the CSEA's possession for the Court to properly rule on the case.
2. The Court of Common Pleas shall complete 90% of all actions to establish parentage and/or establish, enforce, or modify a support order within three (3) months of initial filing, 98% within six (6) months of the initial filing, and 100% within twelve months of the initial filing. The Court of Common Pleas will address medical support in conjunction with the establishment, adjustment or enforcement of child support orders. The Court of Common Pleas shall provide the CSEA with copies of any decisions or entries affecting child support in a timely manner. The Court will provide the CSEA with interpretations of all decisions and entries affecting child support and related matters as needed. The Court will insure that a IV-D application exists on all support cases and understands that a case is not IV-D, does not qualify for Federal Financial Participation (FFP) reimbursement, and cannot be billed under this contract unless a IV-D application has been submitted to the CSEA.
3. Pursuant to OAC 5101:12-10-45.3 (A)(4)(d), the court maintains a multi-purpose, mixed docket which includes IV-D CSEA initiated, IV-D non-CSEA initiated and non - IV-D activities. This contract permits billing of IV-D CSEA initiated and IV-D non-CSEA initiated cases (see item 23) and the unit of service is defined as an actual hour or an actual fraction of an hour. Pursuant to the terms of this contract, all time spent on non-IV-D activities must be excluded from the billing process.
4. The Court of Common Pleas shall bill monthly using ODJFS forms, 7034's, 7035's and timesheets (see attached). Each Magistrate must substantiate their IV-D activities through the use of time sheets, expressed in an actual hour or an actual fraction of an hour increment. All time sheets must contain all fields as represented on the attached sample form. Each Magistrate must detail a brief description of the activity taken on each IV-D case in a concise and understandable manner. In order to receive payment, ODJFS 7034's, 7035's, with timesheets attached, must be submitted by the Court to the CSEA, no later than twenty (20) days after the last day of each month for which the time was incurred.
5. The Court of Common Pleas shall communicate openly with the CSEA in the administration of the IV-D program and will meet at least quarterly, or as necessary, to discuss performance issues, items of mutual concern, best practices and any other program issues.
6. The Court of Common Pleas shall complete service of court orders, income and property attachments, summons and other orders as required by law.
7. The Court of Common Pleas will cooperate with the CSEA in conducting periodic reviews and a formal annual evaluation of the contract as described in OAC 5101:12- 10-45.6 (B) during the third quarter of this

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annual agreement. Upon the conclusion of the reconciliation, an amendment shall be executed if the total amount of the contract ceiling is exceeded;

8. The Court of Common Pleas will bill the CSEA for reimbursement at 100% of the contract cost. CSEA will reimburse 66% of the unit cost through FFP funding and the remaining 34% will be paid through county general funds;

9. Statistics shall be reported as prescribed by the County Commissioners or as otherwise agreed to between the parties.

COMMON PLEAS I

5A. Payments for all services provided in accordance with the provisions of this IV-D contract are contingent upon availability of the non-federal and FFP reimbursement as follows:

	Amount	Source
Non-Federal Matching Share	\$17,810.31	Local
FFP reimbursement	\$34,572.94	
Total Contract Price	\$52,383.25	

COMMON PLEAS JUVENILE DIVISION

5A. Payments for all services provided in accordance with the provisions of this IV-D contract are contingent upon availability of the non-federal and FFP reimbursement as follows:

	Amount	Source
Non-Federal Matching Funds	\$84,198.00	Local
FFP reimbursement	\$163,443.17	
Total Contract Price	\$247,641.17	

PROSECUTOR

5A. Payments for all services provided in accordance with the provisions of this IV-D contract are contingent upon availability of the non-federal and FFP reimbursement as follows:

	Amount	Source
Non-Federal Matching Funds	\$25,899.93	Local
FFP reimbursement	\$50,276.33	
Total Contract Price	\$76,176.26	

SHERIFF

5A. Payments for all services provided in accordance with the provisions of this IV-D contract are contingent upon availability of the non-federal and FFP reimbursement as follows:

	Amount	Source
Non-Federal Matching Funds	\$38,509.15	local
FFP reimbursement	\$74,753.07	
Total Contract Price	\$113,262.22	

CLERK OF COURTS

5A. Payments for all services provided in accordance with the provisions of this IV-D contract are contingent upon availability of the non-federal and FFP reimbursement as follows:

	Amount	Source
Non-Federal Matching Funds	\$ 445.65	Local

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FFP reimbursement \$ 865.08
Total Contract Price \$1,310.73

(Copy of contracts available in the Commissioners' Office until no longer of administrative value)

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

RESOLUTION NO. 09-328

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours
Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours
Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Kindercare Learning Center
72 Westerview Dr.
Westerville, Oh 43081

	Full Time	Part Time	Hourly
Infants	\$ 224.60	\$ 165.01	\$ 9.20
Toddlers	\$ 196.77	\$ 139.44	\$ 8.56
Preschoolers	\$ 167.41	\$ 107.71	\$ 6.13
School Age	\$ 111.91	\$ 82.24	\$ 5.74
Summer School Age	\$ 161.49	\$ 109.53	\$ 6.72

The Oxford School
6055 Glick Rd.
Powell, Oh 43065

	Full Time	Part Time	Hourly
Infants	\$ 213.90	\$ 157.15	\$ 8.76
Toddlers	\$ 187.40	\$ 132.80	\$ 8.15
Preschoolers	\$ 159.44	\$ 102.58	\$ 5.84
School Age	\$ 106.58	\$ 78.32	\$ 5.47
Before & After	\$ 90.00	\$ 78.32	\$ 5.47
Summer School Age	\$ 153.80	\$ 104.31	\$ 6.40

Tina Millisor
189 Pennsylvania Ave.
Marion, Oh 43302,

Infants	Toddlers	Preschool	School
\$114.00 Full-time Wk	\$115.07 Full-time Wk	\$111.07 Full-time Wk	\$104.30 Full-time Wk
\$ 81.65 Part-time Wk	\$ 80.41 Part-time Wk	\$ 82.04 Part-time Wk	\$ 69.19 Part-time Wk

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\$ 2.99 Hourly	\$ 3.00 Hourly	\$ 2.82 Hourly	\$ 2.93 Hourly
SUMMER:	Full Time \$108.78	Part Time \$ 85.49	Hourly \$ 2.93

**Denise Sterritt,
519 Windsor St.
Marion, Oh 43302**

Infants	Toddlers	Preschool	School
\$114.00 Full-time Wk	\$115.07 Full-time Wk	\$111.07 Full-time Wk	\$104.30 Full-time Wk
\$ 81.65 Part-time Wk	\$ 80.41 Part-time Wk	\$ 82.04 Part-time Wk	\$ 69.19 Part-time Wk
\$ 2.99 Hourly	\$ 3.00 Hourly	\$ 2.82 Hourly	\$ 2.93 Hourly
SUMMER:	Full Time \$108.78	Part Time \$ 85.49	Hourly \$ 2.93

**Chris Greenawalt
302 Water St.
Cardington, Oh 43315**

Infants	Toddlers	Preschool	School
\$116.26 Full-time Wk	\$112.00 Full-time Wk	\$110.62 Full-time Wk	\$ 98.94 Full-time Wk
\$ 76.00 Part-time Wk	\$ 75.40 Part-time Wk	\$ 70.65 Part-time Wk	\$ 64.51 Part-time Wk
\$ 2.99 Hourly	\$ 2.95 Hourly	\$ 2.82 Hourly	\$ 2.92 Hourly
SUMMER:	Full Time \$102.17	Part Time \$ 69.79	Hourly \$ 2.92

**Amerikid Day Care Center
180 Fairfax Ave.
Marion, Oh 43302**

	Full Time	Part Time	Hourly
Infants	\$ 141.25	\$ 101.25	\$ 5.74
Toddlers	\$ 129.58	\$ 92.67	\$ 5.52
Preschoolers	\$ 114.54	\$ 83.91	\$ 4.30
School Age	\$ 100.00	\$ 72.39	\$ 4.00
Summer School Age	\$ 112.59	\$ 76.27	\$ 4.00

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 09-329

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE ADRIEL SCHOOL FOR CHILD PLACEMENT SERVICES:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Adriel School Inc. PO Box 188 West liberty, Ohio 43357	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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(A copy of this contract is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 09-330

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR OLENTANGY CROSSINGS OSU MEDICAL:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve sanitary sewer plan for Olentangy Crossings OSU Medical for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 09-331

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR OLENTANGY CROSSINGS OSU MEDICAL:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to accept the following Sanitary Subdivider's Agreement:

Olentangy Crossings OSU Medical

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 23rd day of March 2009, by and between LEWIS CENTER INVESTMENTS, LLC (herein known as SUBDIVIDER), as evidenced by the approved OLENTANGY CROSSINGS OSU MEDICAL sanitary sewer improvement plan, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute a Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$16,088.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$1,930.00**, estimated to be necessary to pay

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the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of less than \$500.00, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff, the SUBDIVIDER shall make an additional deposit of \$500.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.
ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format. An excel spreadsheet shall accompany the plan submittal showing the locations of the manholes in State Plan Coordinates (1988 datum).
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (4) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 09-332

**IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE
ODADAS FAMILY TREATMENT COURT GRANT FOR JUVENILE COURT:**

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

Grant #	99-09018 DCRT-T-07-0005
Source:	ODADAS
Grant Period:	July 1, 2009 to June 30, 2010
Grant Amount:	\$ 73,999.00
Local Match:	<u>\$ 2,834.00</u>
Total Grant Amount:	\$ 76,833.00

The philosophy of the program is that parents utilizing appropriate adaptive mechanisms will result in stable, sober and substance free adults parenting their children. The Family Treatment Court is designed to mentally and emotionally rehabilitate most families within a treatment period structured to meet their individual needs. The grant money is used to pay the full salary of the Treatment Court Liaison and a partial salary for the Treatment Court Magistrate.

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

RESOLUTION NO. 09-333

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:

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

Transfer of Appropriation		Amount
From	To	
26526304-5301 Dispute Resolution/Professional Services	26526304-5001 Dispute Resolution/Compensation	\$ 4,500.00
26526304-5301 Dispute Resolution/Professional Services	26526304-5102 Dispute Resolution/Workers Comp	\$ 90.00
26526304-5301 Dispute Resolution/Professional Services	26526304-5120 Dispute Resolution/PERS	\$ 630.00
26526304-5301 Dispute Resolution/Professional Services	26526304-5131 Dispute Resolution/Medicare	\$ 65.00

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

RESOLUTION NO. 09-334

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE STATUS REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2008 WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to authorize the submittal of the CDBG Formula 2008 Status Report:

WHEREAS, the Ohio Department of Development awarded \$143,000 in Fiscal Year 2008 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, funding to Delaware County through the FY08 CDBG Formula Program, is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program, and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Status Report of the CDBG Formula 2008 for their review.

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 authorizes the submittal of the CDBG Formula 2008 Status Report for the period of September 1, 2008 – March 2, 2009 to Ohio Department of Development, Office of Housing and Community Partnership.

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

RESOLUTION NO. 09-335

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“Applicants”) and, pursuant to O.R.C. § 305.14(A), jointly move this Court to authorize the Board to employ Squire, Sanders & Dempsey LLP (the “Firm”) as legal counsel to assist the Board. Such employment would be for the purposes providing advice, representation, and assistance regarding public finance and economic development matters. The length of such employment shall be until the Applicants jointly believe, for whatever reason, that such employment is no longer necessary. The Applicants believe such employment is necessary because the matters involve or concern issues that are complex and/or require a particular or specialized knowledge or expertise. Therefore, the Applicants respectfully request that this Court approve and authorize the Board to employ legal counsel to assist the Board.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

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

COMMISSIONERS' COMMITTEES REPORTS
Refer to CD minutes for entire record

Commissioner Hanks

- 1. Dow Jones-up
- 2. Email on litter concerns
- 3. Congratulation to Stacie Hines, Auditor’s Office, won the United Way “Workplace Champion Award”

Commissioner O’Brien
No reports

Commissioner Thompson
-Some JV Court Offices have started moving into space in the Hayes Building

RESOLUTION NO. 09-339

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 AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. O’Brien, seconded by Mr. Hanks to adjourn into Executive Session at 6:50PM.

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

RESOLUTION NO. 09-340

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 7:55PM.

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

RESOLUTION NO. 09-341

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

Todd Hanks

Ken O’Brien

Tommy Thompson

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Letha George, Clerk to the Commissioners