

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 18, 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. 09-734

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 15, 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 June 15, 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 Abstain Mr. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

RESOLUTION NO. 09 -735

IN THE MATTER OF APPROVING A PROCLAMATION REMEMBERING FAY PARROTT, DELAWARE COUNTY COMMISSIONER FROM 1983-1995, AND APPROVING THE LOWERING OF THE FLAGS TO HALF STAFF FROM 8:00AM TO 5:00PM ON FRIDAY JUNE 19, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve A Proclamation Remembering Fay Parrott, Delaware County Commissioner From 1983-1995, And Approving The Lowering Of The Flags To Half Staff From 8:00am To 5:00pm On Friday June 19, 2009.

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

RESOLUTION NO. 09-736

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0617 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0617:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0617 Procurement Card Payments in batch number PCAPR0617 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0904408	TRI STATE YOUTH AUTHORITY INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$64,000.00	0001
R0904996	PAIGES PLAYHOUSE	DAY CARE	22411610 - 5348	\$10,000.00	0001
R0905002	CITY OF DELAWARE	2009 EMS RUNS	10011303 - 5345	\$533,500.00	0001
R0905003	LIBERTY TWP FIRE DEPT	2009 EMS RUNS	10011303 - 5345	\$189,000.00	0001
R0905025	INSIGHT PUBLIC SECTOR INC	REPLACEMENT PARTS FOR SHERIFF CRUISER	60111901 - 5370	\$5,498.91	0001

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<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO'S Increases			
McWherter's Petroleum	Gas	10011106-5228	\$ 20,000.00
Voucher			
Pitney Bowes	Postage For Mail Room	10011105-5331	\$ 20,000.00
Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson
		Aye	Mr. Hanks
			Aye

RESOLUTION NO. 09 -737

IN THE MATTER OF APPROVING A CONTRACT WITH SHELLY AND SANDS, INC. FOR THE LIBERTY ROAD WIDENING AT HAVENER PARK PROJECT:

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

**Liberty Road Widening at Havener Park
Bid Opening of June 10, 2009**

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Shelly and Sands, Inc. of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

Also available are two copies of the Contract with Shelly and Sands for your approval. The necessary documentation relative to the signing of the Contract (Certification/Affidavit in Compliance with ORC Section 3517.13, Auditor's Certification, etc.) are in place for this project.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for with Shelly and Sands, Inc. for the Liberty Road Widening at Havener Park project.

CONTRACT

THIS AGREEMENT is made this 18th day of June, 2009 by and between Shelly and Sands, Inc., hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Shelly and Sands, Inc.
1515 Harmon Ave
Columbus, Ohio 43216

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the "Liberty Road Widening at Havener Park", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Two Hundred Fifty-Eight Thousand Six Hundred Ninety-Four Dollars and zero Cents (\$ 258,694.00)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements
- i. This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract

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conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 09 -738

IN THE MATTER OF APPROVING A CONTRACT WITH DOUBLE Z CONSTRUCTION COMPANY FOR THE RED BANK ROAD OVER HOOVER RESERVOIR PROJECT:

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

**Red Bank Road over Hoover Reservoir
Bid Opening of June 12, 2009**

As the result of the above referenced bid opening, we recommend that a bid award be made to Double Z Construction Company of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is attached for your information.

Also attached are two copies of the Contract with Double Z for your approval. The necessary documentation relative to the signing of the Contract (Certification/Affidavit in Compliance with ORC Section 3517.13, Auditor's Certification, etc.) are in place for this project.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract for with Double Z Construction Company for the Red Bank Road over Hoover Reservoir

CONTRACT

THIS AGREEMENT is made this 18th day of June, 2009 by and between Double Z Construction Company, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Double Z Construction
2550 Harrison Road
Columbus, Ohio 43204

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "DEL-CR31-1.11, Red Bank Road over Hoover Reservoir", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Nine Hundred Fourteen Thousand Three Hundred Fifty-Seven Dollars and Eighty-Five Cents (\$ 914,357.85)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- This Agreement
- Addenda
- Invitation to Bid
- Instructions to Bidders
- Signed copy of bid
- Work Specifications (including all plans, drawings, etc.)
- Specifications – General Provisions
- Federal and State Requirements
- This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

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RESOLUTION NO. 09-739

**IN THE MATTER OF AWARDING DATA TRANSFER SOLUTIONS LLC (DTS) THE
VERIFICATION OF ADDRESS INVENTORY AND GEO REFERENCED DIGITAL STRUCTURE
PHOTOGRAPHY PROJECT FOR DELAWARE COUNTY, OHIO:**

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

**VERIFICATION OF ADDRESS INVENTORY AND GEO-REFERENCED DIGITAL STRUCTURE
PHOTOGRAPHY PROJECT**

Whereas, Two proposals were submitted on June 1st, 2009:

- 1) Yotta MVS Inc. from Kansas City, MO at \$180,781.00
- 2) Data Transfer Solutions LLC (DTS) from Orlando, FL at \$125,995.55

And,

Whereas, The offices of the County Auditor and E-911 have carefully reviewed both proposals and as a result, recommend DTS as the vendor with the lowest/best solution for this project.

See the following for more detail:

- **Yotta MVS Inc:** Yotta is the same company that worked for the county in 1999 and 2004 and in both cases the quality of their work was excellent and therefore, we didn't see a need to contact any of their references. However, their total cost was about \$55,000 more than DTS'.
- **DTS' Qualification:** DTS has not been involved in projects of identical specs, rather, their main expertise is in transportation related projects and specifically collecting transportation related information such as: signs, bridges, right of ways, ditches, etc. off of digital imageries and by driving the roads. In order to accomplish that they use a vehicle equipped with Global Positioning System (GPS), Inertial Navigation Systems (INS), Distance Measuring Instruments, and multiple cameras that allows them to take side and forward digital images. Clearly, the reason that they bid on our project was to get into this market (especially in Ohio). However, even though implementing a project of this "exact" nature is new to them, after a thorough examination of their methodology and also speaking to several of their references, we have concluded that they acquire the necessary expertise and sophisticated technology and equipment to successfully complete this project and deliver the datasets that we had stipulated in the RFP.
- **Cost:** This project is jointly funded from the County Auditor's Real Estate Assessment (REA) fund at 75% (\$94,946.66) and Delaware County E-911 at 25% (\$31,498.89). In both cases, the funds are appropriated.
- **Timing:** DTS will be able to start the project shortly after the contract is signed (approximately on the week of July 6th). The final product will be delivered within 2-3 months depending on the weather (approximately by the end of September 2009).

Now therefore be it resolved, that the Delaware County Commissioners approve Awarding Data Transfer Solutions Llc (Dts) The Verification Of Address Inventory And Geo Referenced Digital Structure Photography Project For Delaware County, Ohio.

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

RESOLUTION NO. 09-740

**IN THE MATTER OF APPROVING A RESOLUTION FOR DELAWARE COUNTY TO ACCEPT
DONATED REPEATERS AND RELATED EQUIPMENT FOR THE COMMUNICATIONS SYSTEM
FROM DELAWARE CITY:**

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

WHEREAS, the City of Delaware owns radio repeaters and related equipment which are no longer in service, and

Whereas, with Resolution No. 09-26 the city agreed to donate repeaters and related equipment from the Delaware Police Department To Delaware County, Ohio, and

Whereas, the Public Safety Systems Administrator recommends to accept the equipment, and

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Whereas, the repeaters may be utilized on various tower sites for backup communications;

NOW THEREFORE BE IT RESOLVED, that the Delaware county Commissioners accept the following donated repeaters and related equipment estimated to be valued at \$2,000.00:

Item Number	Description Transfer	Quantity	Serial Number
1.	Motorola Quantar	5	218CVN0074 225CVS0202 218CVN0073 218CVN0075 218cvn0072
2.	Decibel 100 Watt Channel 1-5	5	N/A
3.	Rack	1	N/A

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

RESOLUTION NO. 09-741

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

From	To	
10026201-5301	10026201-5201	
Juvenile Court/Professional Services	Juvenile Court/General Supplies	\$ 4,000.00

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

COMMISSIONERS' COMMITTEES REPORTS

Refer to CD minutes for entire record

Commissioner O'Brien

- Went to a meeting in Orange Township with Gus Comstock, Economic Development Director, one of the items discussed was Fiber Optic Concerns
- Connect Ohio Meeting was not well attend; could loose chance for grant money if interest not shown.
- Attended Sam Dong Grand Opening
- Tuesday was the 911 Board Meeting; response time improvements
- went to the Regional Planning Executive Committee meeting; things are slow right now
- Attended DKMM Workforce Investment Board; stimulus money focus on youth not adults
- Chad Antle attended the DKMM Solid Waste Meeting in his place; Tire Fees and Mission Statement

Commissioner Hanks

Meetings to bring businesses to Delaware County

Commissioner Thompson

None (was on vacation)

RESOLUTION NO. 09-742

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 LAND ACQUISITION AND FOR COLLECTIVE BARGAINING :

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 10:00AM.

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

RESOLUTION NO. 09-743

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 10:52AM.

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

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RESOLUTION NO. 09-744

IN THE MATTER OF APPROVING THE CONTRACT OF SALE AND PURCHASE OF VACANT LAND/IMPROVEMENTS WITH MERIDIAN HOMES INC. FOR PROPERTY ON CLARK SHAW ROAD FOR SAWMILL PARKWAY:

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

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 18th day of June, 2009, Meridian Homes Inc., whose address is 523 Pennsylvania Avenue, Delaware, OH. 43015, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein contained and the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, do hereby grant, remise, and sell the following described premises, hereinafter the PROPERTY, to the PURCHASER, to wit:

See Attached Exhibit A (Property Description) 419-340-02-010-003

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Eighty Five Thousand Dollars and no cents (\$85,000.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur on or before, but no later than July 1, 2009. This date by which transfer and closing may occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

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6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the

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remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 17. The subject headings of the paragraphs in this CONTRACT are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

COMMISSIONER HANKS' MOTION (PROPOSED RESOLUTION NO. 09-745) DIED FOR LACK OF A SECOND: A RESOLUTION APPROVING AGREEMENT TO PLAN AN ECONOMICALLY FEASIBLE AND OTHERWISE ADVANTAGEOUS IMPLEMENTATION OF A PROCESS FOR COLLECTION AND TREATMENT OF SEPTAGE

For Discussion Before Motion Died For Lack Of A Second Refer To CD Minutes

RESOLUTION NO. 09-746

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. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

Todd Hanks

Ken O'Brien

Tommy Thompson