

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

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

**Present:**  
**Jeff Benton, President**  
**Gary Merrell, Vice President**

**Absent:**  
**Barb Lewis, Commissioner**

**1:30 PM Viewing For Consideration Of The Norris Run Full Watershed Drainage Improvement Petition**

**1**  
**RESOLUTION NO. 17-217**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 2, 2017:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 2, 2017; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

**2**  
**PUBLIC COMMENT**

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

**4**  
**RESOLUTION NO. 17-218**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0303, MEMO TRANSFERS IN BATCH NUMBERS MTAPR303:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0303, memo transfers in batch numbers MTAPR0303 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1702578	FLOWLINE LLC	SERVICE CONTRACT	66211901 -	\$10,000.00
		ENVIRONMENTAL SERVICES	5328	

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

**5**  
**RESOLUTION NO. 17-219**

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

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

The Chief of Emergency Medical Services is requesting that Assistant Chief Aaron Jennings, Captain Joe Farmer, Lieutenant Jude James, Lieutenant Glen Keating, Lieutenant Chuck Roderick and Pete Halpin attend an Advanced Stroke Life Support Instructor Update (Quarterly meeting) in Columbus, Ohio on March 13, 2017 at no cost.

The Chief of Emergency Medical Services is requesting that Assistant Chief Aaron Jennings, Captain Joe Farmer,

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

Lieutenant Jude James, Lieutenant Glen Keating, Lieutenant Chuck Roderick and Pete Halpin attend an Advanced Stroke Life Support Instructor Update (Quarterly meeting) in Columbus, Ohio on June 5, 2017 at no cost.

The Chief of Emergency Medical Services is requesting that Assistant Chief Aaron Jennings, Captain Joe Farmer, Lieutenant Jude James, Lieutenant Glen Keating, Lieutenant Chuck Roderick and Pete Halpin attend an Advanced Stroke Life Support Instructor Update (Quarterly meeting) in Columbus, Ohio on September 18, 2017 at no cost.

The Chief of Emergency Medical Services is requesting that Assistant Chief Aaron Jennings, Captain Joe Farmer, Lieutenant Jude James, Lieutenant Glen Keating, Lieutenant Chuck Roderick and Pete Halpin attend an Advanced Stroke Life Support Instructor Update (Quarterly meeting) in Columbus, Ohio on December 15, 2017 at no cost.

The Child Support Enforcement Agency is requesting that Jason Porter attend a training on case intake in Columbus, Ohio from March 28-29, 2017 at no cost.

The Child Support Enforcement Agency is requesting that Stacey Brown and Christina Delong attend a training on cash/medical in Columbus, Ohio on May 9, 2017 at no cost.

The Regional Sewer District is requesting that John Garrett, Marshall Yarnell, Cory Smith, Todd Ward, Mark Chandler, Tom Compton, Nick Eichensehr, Kris Fluty, Scott Nichols, and AJ Cooper attend a Seepex Factory Training in Enon, Ohio on March 17, 2017 at no cost.

The Regional Sewer District is requesting that Steve Rossette, Jim Rutherford, Marc Counts, Richard Teter, Lucas Baird, Corey Johnson, David Jordan, and Scott Faust attend a Seepex Factory Training in Enon, Ohio on March 24, 2017 at no cost.

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

**6**

**RESOLUTION NO. 17-220**

**IN THE MATTER OF APPOINTING A DEPUTY APIARIST AND APPROVING AN AGREEMENT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES FOR 2017:**

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

WHEREAS, section 909.07 of the Revised Code authorizes the Delaware County Board of Commissioners (the "Board") to appropriate such funds as it deems sufficient for the inspection of apiaries in the county and to appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"); and

WHEREAS, the Board has appropriated \$15,000.00 for apiary inspections in 2017;

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

Section 1. The Board hereby appoints Dan Curtis as deputy apiarist for Delaware County for the 2017 apiary season, subject to the consent and concurrence of the Director.

Section 2. The Board directs the Clerk of the Board to complete the county apiary inspector appointment form and submit the form to the Director.

Section 3. The Board hereby approves the following Contract for Apiary Inspection Services:

**CONTRACT FOR APIARY INSPECTION SERVICES**  
**DEPUTY APIARIST**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 6th day of March, 2017 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("Board"), and Dan Curtis, 8399 Hickory Road, Galena, Ohio 43021 ("Contractor").

**Section 2 – Purpose of Agreement**

Section 909.07 of the Revised Code authorizes the Board to appropriate such funds as it deems sufficient for the inspection of apiaries in the county. The Board may appoint a deputy apiarist with the consent and concurrence of the Ohio Director of Agriculture ("Director"), said deputy to serve during the pleasure of the Board. Pursuant to this Agreement, the Board hereby appoints the Contractor as deputy apiarist for Delaware County, Ohio. The Contractor shall work under the direction of the Director and shall be responsible to the Director for the enforcement of sections 909.01 to 909.18, inclusive, of the Revised Code. The Director may terminate the appointment of the Contractor upon submitting to the Board a statement that the Contractor has shown himself to be incompetent, inefficient, or untrustworthy in the discharge of his duties. The Contractor shall furnish to the Director such reports as are required and upon blanks furnished by the Director. A duplicate of such reports shall be presented to the Board each time that a statement of salary and expense is presented for payment.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

**Section 3 – Compensation**

The Board shall appropriate an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) for the inspection of apiaries in the county. This amount shall be payable to the Contractor, subject to the Director's approval in accordance with section 909.07 of the Revised Code, and shall be full and total payment for all services provided and expenses incurred by Contractor in furtherance of this Agreement.

**Section 4 – Term**

This Agreement shall take effect as of the date first written above, subject to the Director's consent and concurrence, and shall continue through the 2017 apiary season, which terminates on approximately October 31, 2017.

**Section 5 – Insurance**

- 5.1 **Liability Coverage:** Contractor shall maintain general liability and automobile liability insurance coverage in amounts sufficient to protect the Board and the Contractor from liability that may arise from performance of this Agreement.
- 5.2 **Additional Insureds:** Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsection 5.1.
- 5.3 **Proof of Insurance:** Contractor shall furnish the Board with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insureds in accordance with Subsection 5.2. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to termination of this Agreement.

**Section 6 – Indemnification**

The Contractor shall indemnify and hold free and harmless Delaware County, the Board, and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 7 – Termination**

The Board or the Director may terminate the appointment of Contractor in accordance with section 909.07 of the Revised Code. This Agreement shall terminate automatically upon the termination of Contractor's appointment.

**Section 8 – Miscellaneous Terms & Conditions**

- 8.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Board and the Contractor, 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.
- 8.2 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 8.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 8.4 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 8.5 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 8.6 **Independent Contractor:** The Contractor and the Board agree and acknowledge that no employment relationship is created between the Contractor and the Board and that Contractor's status under this Agreement shall be that of an independent contractor. As an independent contractor, the Contractor is responsible for all Federal, State and Local, and Social Security taxes, all insurance, and all workers compensation obligations. The County is a public employer as defined in R.C. 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

be made to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of Contractor for services rendered pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. 145.038(A), has informed him of such classification and that no contributions will be made to OPERS. In support of being so informed and pursuant to R.C. 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

FURTHER, BE IT RESOLVED the Board of Commissioners of Delaware County, State of Ohio approves the purchase order request R1700165, in the amount of \$15,000.00

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

**KRISTINE HODGE,  
SUPERINTENDENT DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

**7  
RESOLUTION NO. 17-221**

**IN THE MATTER OF PROCLAIMING THE MONTH OF MARCH 2017 AS DEVELOPMENTAL DISABILITIES AWARENESS MONTH:**

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

WHEREAS, nearly 90,000 adults and children in Ohio have developmental disabilities; and

WHEREAS, Ohioans with developmental disabilities contribute significantly to our community; and

WHEREAS, Delaware County is committed to support opportunities for people with developmental disabilities to enjoy full access to education, housing, employment, and recreational activities in pursuit of living happy, fulfilling lives; and

WHEREAS, Delaware County believes that community members with developmental disabilities should make their own decisions, live where and with whomever they choose, and receive the support they need to be successful, productive and as independent as possible, and

WHEREAS, Developmental Disabilities Awareness Month is an appropriate time to recognize Delaware County’s efforts to achieve a culture of meaningful and full inclusion of individuals with developmental disabilities, in all facets of community life, and to set forth its commitment to identify barriers and develop solutions; and

WHEREAS, recognizing the abilities and contributions of people with developmental disabilities enriches our community and signifies our commitment to equal opportunity, equal access, and equal rights for individuals with disabilities; and

Now, therefore, we, the Delaware County Commissioners, do hereby proclaim the month of March 2017 as Developmental Disabilities Awareness Month

And Furthermore, we recognize 2017 as the 50th anniversary of the Delaware County Board of Developmental Disabilities,

And Furthermore, we urge all citizens to join in this celebration by spreading awareness of the many contributions offered by people with developmental disabilities in our community.

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

**8  
RESOLUTION NO. 17-222**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR GLENMEAD SECTION 1, PHASE A:**

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

Whereas, Romanelli and Hughes, has submitted the Plat of Subdivision (“Plat”) for Glenmead Section 1, Phase A, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berlin Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 24, 2017; and

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on January 24, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on January 30, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on February 13, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on February 27, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Glenmead Section 1, Phase A.

**Glenmead Section 1, Phase A**

Situated in the State of Ohio, County of Delaware, Township of Berlin, being located in part of Farm Lots 9 and 24, Quarter Township 3, Township 4, Range 18, United States Military Lands, being a 25.091 acre subdivision. Being 25.091 acres out of a 67.763 acre tract of land described in a deed to Romanelli and Hughes Building Company by Official Record Volume 1333, Page 968. All references being to the records of the Recorder's Office, Delaware County, Ohio.

Cost: \$27.> (\$3.00 per buildable lot)

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

**9  
RESOLUTION NO. 17-223**

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

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U17-022	Columbia Gas	Lakeview Drive	Extend gas main
U17-023	AT&T	South Old State Road	Road bore

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

**10  
RESOLUTION NO. 17-224**

**IN THE MATTER OF APPROVING AN AGREEMENT REGARDING TRANSFER OF OWNERSHIP OF EARLY WARNING SYSTEM CONTROLLER, BASE RADIO AND RADIO FREQUENCY:**

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

**AGREEMENT REGARDING TRANSFER OF OWNERSHIP OF EARLY WARNING SYSTEM CONTROLLER, BASE RADIO AND RADIO FREQUENCY**

This Agreement by and among the the City of Delaware, Ohio (City), Delaware County Office of Homeland Security and Emergency Management (EMA), and Delaware County Ohio (County) together "The Parties", witnesseth:

By mutual agreement of the Parties and for good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed that:

- 1)            EMA desires to take over ownership of the controller, base radio (Motorola model: AAM25KKD9AA2AN, Ser #: 109IAAD052) and all radio frequencies associated with call sign KSU507 of the City's Early Warning System to activate early warning systems throughout Delaware County Ohio.
- 2)            The City agrees to transfer ownership of the controller, base radio and frequency to EMA upon the

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017

terms set forth herein.

3) EMA agrees to assume full ownership of the controller, base radio, and frequency; and agrees to maintain said items until such time as it is no longer practicable to continue to do so.

4) The County agrees to provide early warning system activation at no cost to the City or EMA for however long an early warning system is in place. In the event that the EMA determines to discontinue use of the early warning system and the above listed components, the City will have the first option to transfer those components back to the City for continued use at no cost to the city.

5) The City agrees to forever release and absolve EMA and the County from any and all liability resulting from the operation or non-operation of the Early Warning System for whatever reason and for whatever cause.

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

**11**

**RESOLUTION NO. 17-225**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR VERONA SECTION 2:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Verona Section 2.

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

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 6th day of March 2017, by and between Verona, LLC, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the Final Subdivision Plat for Verona Section 2 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Verona Section 2 Sanitary Sewer Improvements, dated January 12, 2017, and approved by the County on January 26, 2017, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are 25 single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

**OPTIONS:**

(1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$86,966.53) 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.

(2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials \_\_\_\_\_ Date \_\_\_\_\_

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

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 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 Improvements for Verona Section 2 Sanitary Sewer Improvements.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of Verona Section 2 Sanitary Sewer Improvements (\$3043.83). The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of \$7,350.00 estimated to be necessary to pay the cost of inspection for Vinmar Village Section 2 by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her 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 or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

INSPECTOR \$75.00 per hour  
CAMERA TRUCK \$150.00 per hour

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements 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 re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for Verona Section 2 Sanitary Sewer Improvements as required by the County.

**SECTION V: CONSTRUCTION**

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, 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 the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

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, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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 to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the 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.

**SECTION VI: EASEMENTS**

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

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. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

**SECTION VII: COMPLETION OF CONSTRUCTION**

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 Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the 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 and/or the City of Powell. 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.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or 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 the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

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.

After the acceptance of the Improvements, the capacity charge and any surcharges shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

**SECTION VIII: SIGNATURES**

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

**12**

**RESOLUTION NO. 17-226**

**IN THE MATTER OF APPROVING REVISION NO. 2 TO THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR COURTYARDS AT MAXTOWN:**

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

Whereas, the Board of County Commissioners approved the original Subdivider's Agreement on December 14, 2015 per resolution 15-1480;

Whereas, the Board of County Commissioners approved Revision No. 1 to the original Subdivider's Agreement on October 6, 2016 per resolution 16-1008;

WHEREAS, the Sanitary Engineer recommends approval of Revision No. 2;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve Revision No. 2 to the Subdivider's



COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017

Agreement for Courtyards at Maxtown.

**REVISION NO. 2 TO SUBDIVIDER'S AGREEMENT**  
**COURTYARDS AT MAXTOWN**  
**DELAWARE COUNTY SANITARY ENGINEER**

THIS REVISION NO. 2 to the original Subdivider's Agreement approved by Resolution 15-1480 is made and entered into this 6th day of March, 2017, by and between **Epcon Communities** (the "Subdivider") and the Board of County Commissioners of Delaware County, Ohio (the "County").

**RECITALS**

WHEREAS, the Subdivider wishes to revise the Agreement by allowing sanitary service connections for all 39 single family residential equivalent connections within the development, and,

WHEREAS, the Agreement references downstream improvements required by a separate agreement for Maxtown Road Sanitary Pump Station (Pump Upgrade Plan), and,

WHEREAS, the downstream improvements at the Maxtown Road Sanitary Pump Station are considered substantially complete and operational,

NOW, THEREFORE, the Subdivider and the County agree as follows:

1. Section II of the Agreement shall be amended to approve the connections for all 39 single family residential equivalent connections.
2. All remaining provisions of the Agreement shall continue in full force and effect.

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

**13**

**RESOLUTION NO. 17-227**

**IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH FLOWLINE LLC FOR COLLECTION SYSTEM EMERGENCY SERVICES:**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Flowline LLC to perform the work;

Therefore, be it resolved that the Board of Commissioners of Delaware County, Ohio, execute the following agreement with Flowline LLC;

Furthermore, be it resolved that the Board of Commissioners of Delaware County, Ohio, approve a purchase order with Flowline LLC in the amount of \$10,000.00 from org key 66211901-5328.

**DIVISION OF ENVIRONMENTAL SERVICES**  
**REGIONAL SEWER DISTRICT**  
**SERVICES AGREEMENT**

This Agreement is made and entered into this 6th day of March, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Flowline LLC, 3800 Lockbourne Road, Columbus Ohio 43207 ("Contractor"), hereinafter collectively referred to as the "Parties."

**1 SERVICES PROVIDED BY CONTRACTOR**

- 1.1 The Contractor will provide "Services" in connection with the following "Project":  
*Emergency Service Contract*
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:  
*Exhibit A*

**2 SUPERVISION OF WORK**

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement
- 3 AGREEMENT AND MODIFICATIONS**
- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.
- 4 FEES AND REIMBURSABLE EXPENSES**
- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in *Exhibit B*.
- 4.2 For all services described in the Scope of Services and Fee Proposal, except “If Authorized” tasks, shall not equal or exceed \$20,000.00 annually in billable services to the county
- 4.3 For all services identified in the Scope of Services and Fee Proposal as “If Authorized” tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. “If Authorized” tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all “If Authorized” tasks shall not exceed N/A.
- 4.4 Total compensation under this Agreement shall not exceed \$20,000.00 without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.
- 5 NOTICES**
- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.
- County:  
Name: Ricky Thomas  
Address: 7767 Walker Woods Blvd. Lewis Center, Oh 43035  
Telephone: 740-549-1906  
Email: rthomas@co.delaware.oh.us
- Contractor:  
Name of Principal in Charge: Scott Heavener  
Address of Firm: 3800 Lockbourne Road  
City, State, Zip: Columbus, Ohio 43207
- Telephone: 614-491-7788  
Email: Scott Heavener <sheavener@flowlinellc.com
- 6 PAYMENT**
- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.
- 7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS**
- 7.1 The Contractor shall commence Work upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the work in accordance with the Proposal.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.
- 8 SUSPENSION OR TERMINATION OF AGREEMENT**
- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.
- 9 CHANGE IN SCOPE OF SERVICES**
- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.
- 10 OWNERSHIP**
- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.
- 11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT**
- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.
- 12 INDEMNIFICATION**
- 12.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 13 INSURANCE**
- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

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

**14 MISCELLANEOUS TERMS AND CONDITIONS**

14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

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

14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

14.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017

14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

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

**14**

**RESOLUTION NO. 17-228**

**IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT 2017 LITTER CONTROL CAMPAIGNS:**

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

WHEREAS, the Board of County Commissioners of Delaware County own the Delaware County Solid Waste Transfer Station; and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, the Olentangy Watershed Clean Up, and the Scioto River Sweep; and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station tipping fees in support of these initiatives in past years.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive The Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs effective March 6, 2017 to June 30, 2017 for the Great American Clean Up, and yet to be determined dates for the Olentangy Watershed Clean Up and the Scioto River Sweep in the summer and early fall of 2017.

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

**15**

**RESOLUTION NO. 17-229**

**IN THE MATTER OF APPROVING A NEW ORGANIZATION KEY AND A SUPPLEMENTAL APPROPRIATIONS:**

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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

**New Organization Key**

40311456 Libertydale Drainage Improvement Petition  
40311457 Scott 604 Lateral 2 Drainage Improvement Petition

**Supplemental Appropriation**

50911126-5375 BR DI Olentangy Crossing/Election & Settlement Services 3,000.00  
52211141-5375 BR DI Chadwick/Election & Settlement Services 900.00  
10040421-5375 Road & Bridge Projects/Election & Settlement Services 900.00

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

**16**

**ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator  
-No reports

**17**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Merrell  
-Participated in the conference call with CCAO concerning the sales tax/Medicaid/Medicare issue on Friday morning.

Commissioner Benton  
-The Lincoln Dinner was last week. Representative Martha McSally was the guest speaker. She was an excellent speaker.  
-Ohio Wesleyan will celebrate its 175<sup>th</sup> year of being a chartered school.  
-Today at 1:30 PM the Board will be viewing the Norris Run watershed  
-The Dispatch ran an editorial about prevailing wage over the weekend.

**18**

**RESOLUTION NO. 17-230**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:**

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:00 AM.

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

**19**

**RESOLUTION NO. 17-231**

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

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 10:11 AM.

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

**RECESS/RECONVENE (IN THE FIELD)**

**20**

**1:30PM VIEWING FOR CONSIDERATION OF THE NORRIS RUN FULL WATERSHED DRAINAGE IMPROVEMENT PETITION**

**IN THE FIELD:**

**1:30 PM VIEWING FOR CONSIDERATION OF THE NORRIS RUN FULL WATERSHED AREA DRAINAGE PETITION**

On March 6, 2017 at 1:30PM starting near the following (5555 Miller Road Delaware, Ohio 43015) The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: President Jeff Benton President and Vice-President Gary Merrell

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

On December 8, 2016, a drainage petition for the Norris Run Full Watershed was filed with the Board of County Commissioners to generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition. In Delaware County, Radnor and Troy Township, within the Norris Run Full Watershed and generally following, but not limited to the course and termini of the existing improvements. Additional laterals by the name of Prugh Main 517, Hadley Main (534) 109, Price Main 179, Shaw Main 13, Lewis Main 130, Miller 538, Klee 13, and Wilson Main 87.

NOTE: the first hearing on the petition is scheduled for Thursday May 18, 2017, at 10:00am at the main conference room in the Willis Building at 2079 US Highway 23 North Delaware, Ohio 43015.

The Commissioners:

- Viewed the headwall located near the intersection of Troy and Radnor Roads.
- They then traveled the outlying area of the watershed to 655 Willey Road to walk the backyard drain
- The Commissioners also viewed the backyard drain at 611 Willey Road.
- the petition (signatures and words) determines the upstream part of a project the "sufficient outlet" determines the bottom of a project
- projects since 1998 are automatically placed on County Drainage Maintenance Program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
- SWCD does not have a muskrat control program, but the maintenance program will repair damage to the system caused by animals
- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017

**SIGN-IN SHEET FOR MARCH 6, 2017**

1:30 PM Viewing For Consideration Of The Norris Run Full  
 Watershed Drainage Improvement Petition

NAME	ADDRESS
1 Sarah Dinovo	101 N. Sandusky
2 Harry & Pat Bluskey	655 Willey Rd.
3 R. Bruce Mahan	437 N. Saterline
4 Carol Johnson	7009 RADWATER
5 Brett Bergefurd	50 Channing ST. DEED
6 STAN HAAS	430 Willey Rd
7 Rodney Howard	6801 Troy Rd.
8 Herald & Barb Leonhardt	611 Willey Rd.
9 Tom Sutter	5130 Benzlerka, MARION
10 Bob Sherman	Delaware SWCD
11 Rick Jarvis	4361 Troy RD
12 Matt Loner	SWCD
13 MAM YAMNU	5110 TROY RD
14 Tom Dubanowich	5828 HEDLEY RD.
15 Richard R Lehman	2369 Troy Rd Del
16	
17	
18	
19	
20	
21	
22	
23	

There being no further business, the meeting adjourned.

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

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

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



**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 6, 2017**

---

---

Jennifer Walraven, Clerk to the Commissioners