

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 12, 2015

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Jeff Benton, Commissioner

1
RESOLUTION NO. 15-1355

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 9, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 9, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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 Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 15-1356

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1110:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1110 and Purchase Orders as listed below:

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

5
RESOLUTION NO. 15-1357

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Emergency Communications is requesting that Alexa Cruse attend a Denise Amber Lee Case-Public Safety Group meeting in Dublin, Ohio on December 3, 2015 at the cost of \$129.00 (fund number 21400306).

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

6
RESOLUTION NO. 15-1358

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF OCTOBER 2015:

It was moved by Mrs. Lewis, seconded by Mr. Benton to accept the Treasurer's Report for the month of October 2015.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

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7**RESOLUTION NO. 15-1359**

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY AUDITOR AND PUBLIC FINANCE RESOURCES, INCORPORATED FOR FORECAST CONSULTING SERVICES AND SOFTWARE:

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

Whereas, the Auditor recommends approval of the agreement with Public Finance Resources, Incorporated for forecast consulting services and software;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve agreement with Public Finance Resources, Incorporated for forecast consulting services and software:

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT FOR GENERAL CONSULTING AND FORECAST SERVICES (this "Agreement") is entered as of November 12, 2015, by and between the Delaware County Commissioners ("Client") and Public Finance Resources, Incorporated ("PFR"). The contract shall become effective on November 1, 2015, for the twelve (12) month period November, 2015 to October 31, 2016, in the areas of forecast comparison, analysis, and custom deliverables regarding a county financial forecast.

RECITALS:

WHEREAS, Client seeks to retain PFR to provide forecast consulting services and software pertaining to the Client's preparation of a five-year financial forecast, and PFR desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are not financial advisory, and

WHEREAS, Client's decision to retain PFR for forecast consulting service and software, and the Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

PFR shall provide the following services to the Client, as requested by Client:

- A. Forecast Software Initial Set-Up (\$5,000)
- 1) Software license
 - 2) Population of historical data in the PFR forecast software model:
 - a) Review and categorization of revenue and expenditure lines by accounting code for forecast model
 - b) Monthly cash flow for three prior fiscal years
 - c) Historical revenue and expenditures by forecast line for three prior fiscal years
 - d) Set baseline data for forecast comparison tools
 - e) Input of historical valuations and abstract data, and tax rate
 - f) Reconciliation of current year appropriations by forecast line
 - g) Population history
 - h) Sales tax quarterly data historical input
 - I) Reconciliation of real estate settlement sheets by half for three prior years
 - 3) Set-up and software support, and modeling sessions
- B. Monthly Cash Flow Tracking & Reporting (\$850 per month, *invoiced quarterly*)
- 1) Monthly update and tracking of actual cash flow
 - 2) Additional detailed financial reporting —quarterly, semi-yearly, or yearly as pertinent
 - a) Quarterly sales tax update
 - b) Casino revenue quarterly update
 - c) Semi-yearly settlement sheet recap and analysis
 - d) Q1 salary and benefit expenditure update for three months actual
 - e) Q1 holiday sales tax
 - f) Q2 current year update for local government fund
 - g) Q3 following year estimate for local government fund
 - h) Q4 appropriations and developing departmental budgets

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- i) Q4 updated property tax estimates based upon updated valuation for following year
 - j) Q4 updated estimate for Local Government Fund
- 3) Real-time data and assumptions modeling

Upon execution of this agreement, the Client will send current data files and reports necessary to populate and/or update forecast model. PFR will perform preliminary work and analysis off-site, and will request additional information by communicating with the Client's Auditor, Assistant Auditor, and other staff so deemed necessary. Online support meetings will be scheduled at least quarterly, or as requested by Client.

PFR is only agreeing to provide population of historical Client data, update of software model to current year, and software support and modeling to Client. PER will provide general financial consulting services and/or recommendations to the Client for long-term financial planning; however, all assumptions modeled in the forecast are the intellectual property of the Client.

II. Client Agreement

The Client agrees to provide the following:

- A. Financial data and reports deemed necessary to populate or update the financial forecast
- B. The Client also agrees that any publication of information supplied by PFR in connection with this Agreement will not be circulated to the general public without prior written consent permission of PFR.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, PER shall receive the following compensation:

A fixed fee equal to the amount specified in section I-A above will be due at signing of the contract, plus a quarterly fee to be invoiced as outlined in section I-B. Invoices will include prior quarters travel expenses, if necessary, and invoices will be payable upon receipt. The source of the payment of any and all fees may be General Fund cash, bond proceeds if approved by Bond Counsel or other source deemed appropriate by the Client. However, in signing this agreement, the Client commits to pay the fee regardless of the payment source.

IV. Information to Be Furnished to PFR

All information, data, reports and records necessary for performing under this Agreement shall be furnished to PFR without charge by Client, and Client shall provide such cooperation as PFR may reasonably request to assist PFR in providing the services hereunder.

V. Term of the Agreement

This Agreement shall become effective on date signed and continued through specified period. This Agreement may be extended for an agreed upon time period with the execution of an addendum to this Agreement in writing between both parties. Notwithstanding the foregoing, this Agreement may be terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, PFR shall be entitled to just and equitable compensation for any services provided prior to such termination for which PFR has not previously received compensation.

VI. Non-Discrimination

PFR, as the supplier of forecasting software to the Client, is covered by this Agreement and will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

XII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter.

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

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RESOLUTION NO. 15-1360

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IN THE MATTER OF AUTHORIZING THE PURCHASE AND INSTALLATION OF CONSOLE FURNITURE FOR THE 911 CENTER:

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

WHEREAS, pursuant to section 307.01 of the Revised Code, the Board of Commissioners (the "Board") shall provide equipment as it considers reasonably necessary for the proper and convenient conduct of county offices; and

WHEREAS, the Board has determined that there is a need for dispatch console furniture within the 911 Center (the "Equipment") and that such Equipment will be used to facilitate recovery in the event of a major disaster or attack within Delaware County; and

WHEREAS, pursuant to section 9.48 of the Revised Code, the Board may participate in contract offerings from the federal government that are available to a political subdivision including, but not limited to, contract offerings from the general services administration ("GSA"), and such acquisitions are exempt from any competitive selection requirements otherwise required by law; and

WHEREAS, the Equipment is available for cooperative purchasing by local political subdivisions under GSA Contract #GS-27F-0028X with Ergoflex Systems, Inc and

WHEREAS, Xybix Systems, Inc. is an authorized GSA participating dealer for GSA Contract # GS-27F-0028X;

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

Section 1. The Board hereby authorizes the purchase and installation of the Equipment for county offices from Xybix Systems, Inc. at the total cost of \$230,817.13.

Section 2. The purchase authorized in Section 1 shall be subject to the sales agreement dated October 30, 2015 and the contract and terms and conditions for GSA Contract # GS-27F-0028X, which are fully incorporated herein and of which the purchase order shall be made a part. (Copy of the agreement shall be maintained in the Commissioners' office until no longer of administrative value)

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

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RESOLUTION NO. 15-1361

IN THE MATTER OF RESCINDING RESOLUTION NO. 15-1053:

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

WHEREAS, on September 3, 2015, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 15-1053, approving the sale of personal property not needed for county use to the Battle Run Fire District; and

WHEREAS, the Battle Run Fire District has informed the Board that it no longer has an interest in the personal property;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby rescinds Resolution No. 15-1053.

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

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GLENN MARZLUF, GENERAL MANAGER DEL-CO WATER
-WATER UTILITY UPDATES

11
RESOLUTION NO. 15-1362

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY TRANSIT BOARD, ON BEHALF OF THE DELAWARE AREA TRANSIT AGENCY FOR THE FOR THE PURPOSE OF PROCURING INSURANCE:

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

INTERGOVERNMENTAL COOPERATION AGREEMENT

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Section 1 – Parties to the Agreement

This Agreement is made and entered into this 12th day of November, 2015, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the “County”), and the Delaware County Transit Board, on behalf of the Delaware Area Transit Agency, 119 Henderson Court, Delaware, Ohio 43015 (“DATA”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 9.833, 305.171, 306.04, and 4123.35 of the Revised Code. The County currently procures and pays a portion of the cost of certain group insurance policies, including health, dental, vision, and life, for eligible Delaware County officials and employees. The County also has obtained self-insuring employer status for purposes of workers’ compensation insurance. Under applicable Ohio law, employees of DATA are deemed to be “county employees,” and the Parties mutually desire to provide for insurance benefits, including workers’ compensation insurance coverage, for all county employees in an economical and efficient manner. Therefore, the Parties enter into this Agreement for the purpose of procuring such insurance through the County on behalf of both Parties.

Section 3 – County Responsibilities

The County shall take all reasonable actions to procure, and maintain for the life of this Agreement, group insurance policies for health, dental, vision, and life, for eligible county officials and employees, including the eligible officials and employees of DATA. The County shall, in its sole discretion, determine the eligibility, policy structure, benefits, and premiums for the procured insurance policies. The County shall also take all reasonable actions to maintain its status as a self-insuring employer for workers’ compensation coverage. The County shall, in its sole discretion, determine the structure and administration of such coverage.

Section 4 – DATA Responsibilities

DATA shall cooperate with and provide to the County, upon demand by the County, any and all records necessary to determine eligibility and otherwise administer the insurance policies and programs provided for herein, including, but not limited to, the administration of any and all claims arising under the insurance policies. Required records include, but are not limited to, DATA payroll records. DATA shall make all necessary withholdings from its employees’ pay for the employees’ premium shares; provided, however, that failure to make necessary withholdings shall not release DATA from the responsibility to compensate the County as provided herein.

Section 5 – Compensation

The County shall invoice DATA on a monthly basis for the total sum of all health insurance premiums allocated to DATA and its employees for the preceding month. The County shall invoice DATA every quarter for the total sum of all workers compensation premiums allocated to DATA and its employees for the preceding quarter. DATA shall pay to the County the full amount of each invoice within thirty (30) days of DATA’s receipt of each invoice.

Section 6 – Records

The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 8 – Term

This Agreement shall take effect on January 1, 2016 and shall continue in full force and effect for a term of one (1) year, unless modified in accordance with this Section. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. This Agreement shall automatically renew for a successive term of one (1) year on each anniversary date hereafter, unless either Party intends to not renew this Agreement and provides written notice to the other Party no later than 120 days prior to the end of the then current term.

Section 9 – Legal Contingencies

In the event of a change in law, whether by statute, judicial determination, or administrative action, which affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 10 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

Section 11 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 12 – Insurance and Liability

The Parties lack the authority to indemnify. Each Party shall be responsible for its own actions, errors, and omissions, and those of its respective officials, employees, contractors, agents, and volunteers, arising under this Agreement, and each Party shall bear its own costs and expenses in the event of a claim arising under this Agreement. Each Party shall, for the life of this Agreement, maintain comprehensive liability insurance coverage in amounts the Parties individually deem sufficient. Each Party shall be individually responsible for any and all premiums for such policies as maintained by that Party. At any time throughout the life of the Agreement a Party may request proof of such insurance from

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another Party. Proof of such insurance shall be promptly provided upon request.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 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.
- 13.4 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.
- 13.5 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 in full force and effect.

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

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RESOLUTION NO. 15-1363

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY CONVENTION AND VISITORS BUREAU:

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

WHEREAS, the Delaware County Convention & Visitors Bureau (“DCCVB”) is a corporation not for profit established and existing under Ohio laws and operates as the convention and visitors bureau within Delaware County in order to promote tourism and attract visitors and conventions to Delaware County; and

WHEREAS, pursuant to the DCCVB’s organizing documents, the Delaware County Board of Commissioners is entitled to appoint a representative to the DCCVB; and

WHEREAS, the term for Benjamin Quinn will expire on December 31, 2015, and he has applied for re-appointment;

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

Section 1. The Board of Commissioners hereby approves the appointment of Benjamin Quinn to the DCCVB for a three year term commencing January 1, 2016 and ending December 31, 2018.

Section 2. The Board of Commissioners hereby directs the Clerk of the Board to certify a copy of this Resolution to the DCCVB.

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

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ADMINISTRATOR REPORTS

Tim Hansley

-Will have a meeting with Tom Potts, Delaware City Parking/Safety Director to discuss the alley next to the Elk’s building (once demolition starts) Monday night

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Lewis

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-Attended the 7th annual Veterans Day Ceremony at SourcePoint yesterday. Presented an award to Jim Krebs, the 2015 winner of the Outstanding Veteran award.

Commissioner Benton

- Also attended the ceremony yesterday. Presented an award to Tina Frances (a Buckeye Valley School teacher who also won Teacher of the Year for the State of Ohio), for Friend of the Veterans.
- Attended the Finance Authority meeting this past Tuesday night. Very positive meeting.
- Will be attending an event at the Delaware/Morrow Mental Health District tonight
- Will be attending the annual Township Trustee educational meeting on Saturday

Commissioner Merrell

- Presented an award to Carolyn Riggle at the Veterans Ceremony yesterday.
- Thank you to all of those who contribute their time to have the Veterans Ceremony. It is a very worthwhile event.
- MORPC meeting will be held this afternoon
- Will be attending the Sunbury Chamber's annual dinner tonight
- Will be attending the Delaware area Bar Association's production of 1776 at Hayes High School this weekend.

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RESOLUTION NO. 15-1364

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 10:27 AM.

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

RESOLUTION NO. 15-1365

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners