

MONDAY, JANUARY 9, 2017

THE BOARD OF DARKE COUNTY COMMISSIONERS MET IN REGULAR SESSION AT 1:30 P.M. WITH MEMBERS PRESENT: Chairman Michael E. Stegall, Vice Chairman Matthew W. Aultman (replaced Diane L. Delaplane), and Member Michael W. Rhoades; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; John Cook, Business Administrator; Jeff Miller, Community Development/Grants Coordinator; Susan Hartley w/Earlybird; Erik Martin, w/Daily Advocate; and Alex Mikos w/TIGER.

Minutes of Wednesday, January 4, 2017: Mr. Aultman moved to approve the minutes as read; motion seconded by Mr. Rhoades and ALL voted YEA.

IN THE MATTER OF RESOLUTION (R- 7-2017) EXAMINATION AND ALLOWANCE OF BILLS

County Bills Approved

It was moved by Mr. Rhoades and seconded by Mr. Aultman that the following resolution be adopted

The attached vouchers dated January 9, 2017 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$4,953.60; Outside General Funds \$14,429.16; for a Grand Total of \$19,382.76; are hereby approved for payment.

Michael W. Rhoades

Matthew W. Aultman

Matthew W. Aultman
Board of Darke County Commissioners

IN THE MATTER OF REORGANIZATION OF BOARD OF COMMISSIONERS

*CHAIRMAN: MICHAEL W. RHOADES

MOTION: MR. STEGALL MOVED TO APPROVE MICHAEL W. RHOADES AS CHAIRMAN OF THE BOARD FOR 2017; MOTION SECONDED BY MR. AULTMAN AND ALL VOTED YEA.

*VICE CHAIRMAN: MICHAEL E. STEGALL

MOTION: MR. AULTMAN MOVED TO APPROVE MICHAEL E. STEGALL AS VICE CHAIRMAN OF THE BOARD FOR 2017; MOTION SECONDED BY MR. RHOADES AND ALL VOTED YEA.

IN THE MATTER OF APPOINTMENT OF STAFF MEMBERS FOR BOARD

*ADMINISTRATIVE CLERK/SECRETARY: ROBIN R. BLINN

MOTION: MR. STEGALL MOVED TO RETAIN ROBIN BLINN AS ADMINISTRATIVE CLERK/SECY. FOR 2017; MOTION SECONDED BY MR. AULTMAN AND ALL VOTED YEA.

*ASSISTANT CLERK/SECRETARY: PATTY S. HARTER

MOTION: MR. AULTMAN MOVED TO APPROVE PATTY HARTER AS ASSISTANT CLERK/SECY. FOR 2017; MOTION SECONDED BY MR. STEGALL AND ALL VOTED YEA.

IN THE MATTER OF ADVANCE DRAW ON TAX SETTLEMENTS FOR 2017

(PER CO. AUDITOR-NEED MOTIONS FOR APPROVAL-WILL COVER ALL YEAR)

MR. STEGALL RECOMMENDS AUTHORIZATION BE GRANTED TO THE TREASURER TO SECURE ADVANCE FROM THE AUDITOR FOR ADVANCE DRAWS OF TAXES WHEN FUNDS ARE AVAILABLE FOR THE YEAR 2017; SECONDED BY MR. AULTMAN AND ALL VOTED YEA.

IN THE MATTER OF FIXING OF REGULAR MEETING TIMES & DATES

**** (CURRENTLY MONDAY & WEDNESDAY'S AT 1:30 P.M.) ****

MOTION: MR. AULTMAN MOVED TO KEEP THE "REGULAR SESSION" MEETINGS ON MONDAY & WEDNESDAYS AT 1:30 P.M.; MOTION SECONDED BY MR. STEGALL AND ALL VOTED YEA.

IN THE MATTER OF COUNTY MILEAGE RATE (CURRENTLY .40 PER MILE)

MOTION: MR. STEGALL MOVED TO KEEP THE "MILEAGE RATE" AT .40 PER MILE; MOTION SECONDED BY MR. AULTMAN AND ALL VOTED YEA.

IN THE MATTER OF AUTHORIZATION TO PROCEED BY FORCE ACCOUNT

**** (CURRENTLY AS STATED BELOW) ****

WHEREAS, IT HAS BEEN DETERMINED BY THE BOARD OF DARKE Co. COMMISSIONERS THAT THE HEALTH, SAFETY AND WELFARE OF THE PEOPLE OF SAID COUNTY CAN BEST MOST EFFICIENTLY BE SERVED BY "FORCE ACCOUNT" IN MATTERS PERTAINING TO MAINTENANCE REPAIR, CONSTRUCTION AND RECONSTRUCTION OF COUNTY ROADS; AND THEREFORE BE IT

RESOLVED, THAT THE COUNTY ENGINEER OF DARKE COUNTY, OHIO, BE AND IS HEREBY AUTHORIZED TO EMPLOY LABOR AND PROCEED BY "FORCE ACCOUNT" IN THE MAINTENANCE, REPAIR AND CONSTRUCTION OF ROADS, BRIDGES AND CULVERTS IN THE YEAR 2017, IN AMOUNTS OF UP TO \$100,000.

MOTION: MR. AULTMAN MOVED TO APPROVE THE ABOVE STATED AUTHORIZATION; MOTION SECONDED BY MR. STEGALL AND ALL VOTED YEA.

IN THE MATTER OF CHAPLAIN AT COUNTY JAIL

**** (CURRENTLY "GIDEON MINISTRY'S" PER CAPTAIN BRUNER ON 1/9/17) ****

MOTION: MR. STEGALL MOVED TO APPROVE THE "GIDEON MINISTRYS" TO CONTINUE AS THE Co. JAIL'S CHAPLAIN; MOTION SECONDED BY MR. AULTMAN AND ALL VOTED YEA.

IN THE MATTER OF PHYSICIANS AT COUNTY HOME & COUNTY JAIL

**** PER JFS-EMPLOYEE ON 1/9/17 – NO CONTRACT PHYSICIAN**

**** PER CAPTAIN BRUNER ON 1/9/17 – PREMIER HEALTHCARE CONTINUES TO SERVE COUNTY JAIL**

MOTION: MR. AULTMAN MOVED TO APPROVE THE CONTINUING OF "PREMIER HEALTHCARE" TO SERVE AS A PHYSICIAN WHEN NEEDED AT THE DC JAIL; AND THAT "NO CONTRACT PHYSICIAN" FOR THE DARKE COUNTY HOME; MOTION SECONDED BY MR. STEGALL AND ALL VOTED YEA. (PLEASE NOTE: RESIDENTS AT THE COUNTY HOME ARE SEEN BY THEIR OWN/FAMILY PHYSICIAN)

IN THE MATTER OF POLICY FOR PERSONS LOOKING AT RECORD STORAGE

**** (CURRENTLY AS STATED BELOW) ****

"CONTINUE TO HAVE A "REPRESENTATIVE" FROM SAID OFFICE FOR RECORDS REQUESTED TO HELP WITH THE RECORD RESEARCH"

MOTION: MR. STEGALL MOVED TO APPROVE THE CONTINUING OF "RECORD STORAGE" FROM A SAID OFFICE TO HELP WITH THE RECORD RESEARCH; MOTION SECONDED BY MR. AULTMAN AND ALL VOTED YEA.

IN THE MATTER OF 2017 BOARD REPRESENTATIONS

CHAIRMAN: BOARD OF REVISIONS, LOCAL HEALTH COUNCIL, COUNTY RECORDS COMMISSION AND TAX INCENTIVE REVIEW BOARD

ALL COMMISSIONERS: BOARD MEMBERS OF DARKE Co. CIC, COMMUNITY CORRECTIONS & AIRPORT ADVISORY, MRTC ADVISORY & EXECUTIVE BOARD, AND UPPER LUDLOW GROUP PROJECT

CHAIRMAN (MR): DC CIC EXECUTIVE BOARD, 911 ADVISORY BOARD, AIRPORT ADVISORY CHAIRMAN, HOMELAND SECURITY/EMA & LEPC, EMERGENCY FOOD & SHELTER, FAMILY & CHILDREN FIRST COUNCIL

VICE CHAIRMAN (MS): SOLID WASTE ADVISORY BOARD, AREA 7 ELECTED OFFICIALS REP., GRAND LAKE WATERSHED COMMITTEE, TOP OF OHIO AND ADA COUNCIL

MEMBER (MA): DC VISITOR'S BUREAU, MAIN ST. GREENVILLE (MSG), MICROFILM BOARD, ALTERNATE REP AREA 7 ELECTED OFFICIALS, 4-H COMMITTEE & EXTENSION ADVISORY.

MOTION: MR. AULTMAN MOVED TO APPROVE THE ABOVE STATED BOARD REPRESENTATIONS; SECONDED BY MR. STEGALL AND ALL VOTED YEA.

IN THE MATTER OF RESOLUTION (R-8-2017) COMMISSIONER'S APPOINTEE TO THE DARKE COUNTY VISITOR'S BUREAU BOARD

Whereas, the Darke County Board of Commissioners received a letter from the Director of the Darke Co. Visitor's Bureau requesting an appointment from the Commission Board to fill the vacant seat on the board due to the retirement of Commissioner Diane L. Delaplane; and

WHEREAS, their remaining board members are as follows, with all terms remaining non-expiring; and

The board members of the Darke County Visitors Bureau for 2017 are as follows:

- Ted Abney, The Bistro Off Broadway
- Dennis Baker, Darke County CIC
- Larry Boos, Eldora Speedway
- Roy Brown, Inn at Versailles
- (vacant), Darke Co. Board of Commissioners
- Sharon Deschambeau, Darke Co. Chamber
- Terri Flood, Wayne HealthCare
- Amber Garrett, Main Street Greenville
- Scott Hartings, KitchenAid
- Lisa Martin, Greenville National Bank
- Aaron Moran, Versailles Schools
- Merri Niekamp, Esarey & Assoc.
- Clint Randall, BlueBag Media
- Daryl Riffle, Darke Co. Ag Society
- Roger Van Frank, Darke Co. Park District
- Dan Schlipfer, Board Attorney

WE DO HEREBY RESOLVE, to appoint Commissioner Matthew W. Aultman to fill the 'Vacant Seat' on the Darke County Visitor's Bureau Board;

Mr. Stegall moved the passage of the resolution; seconded by Mr. Rhoades; and BOTH voted yea.

Michael W. Rhoades
 Michael W. Rhoades
Michael E. Stegall
 Michael E. Stegall

ABSTAINED
 Matthew W. Aultman,
 DARKE COUNTY BOARD
 OF COMMISSIONERS

Robin Blinn
 Robin Blinn,
 Administrative Clerk/Secy.

IN THE MATTER OF RESOLUTION (R-9-2017) DESIGNATING OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOC. OF OHIO IN THE YEAR 2017

Commissioner Aultman moved the adoption of the following Resolution:

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Assoc. of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by Resolution of the Board of County Commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the Board of County Commissioners is eligible to be designated as the Official Representative & Alternate;

NOW THEREFORE BE IT RESOLVED that Michael W. Rhoades, Chairman, is designated as the Official Voting Representative of Darke County.

BE IT FURTHER RESOLVED that Michael E. Stegall, Vice Chairman, is designated as the Alternate Voting Representative of Darke County.

The motion was seconded by Commissioner Stegall; and all voted YEA.

Michael W. Rhoades (YEA)
Michael E. Stegall (YEA)
Matthew W. Aultman (YEA)
 Board of Darke County Commissioners

Robin Blinn
 Robin Blinn, Admin. Clerk/Secretary
 Board of Darke Co. Commissioners

IN THE MATTER OF APPOINTMENT FOR COUNTY APIARY INSPECTOR FOR 2017

Mr. Stegall moved to approve the following "Appointment"; motion seconded by Mr. Aultman and all voted YEA.

**2017
APPOINTMENT FOR COUNTY APIARY INSPECTOR**

The County of	Darke County	Appoints:	Steve Brumbaugh
Name:	Steve Brumbaugh		
Street:	6740 Hoopah Rd.		
City:	Greenville	State:	OH Zip: 45331
Phone Number:		Email:	
The county apiary inspector shall serve for the 2017 apiary season (approximate season from March 15 to October 31, weather permitting)			
The following was approved on ___ (Date) <u>1/9/2017</u>			

**Please fill out
all lines →**

\$ 1,739.00
\$ 12.50
40
N/A

Appropriation
Compensation Rate (Hourly, Daily)
Mileage Rate
Meals (if applicable)

Michael W. Aultman Commissioner
Michael W. Aultman Commissioner
Matthew W. Aultman Commissioner
 Robin R. Blinn Clerk

IN THE MATTER OF RESOLUTION (R-10-2017) TRANSFER OF APPROPRIATIONS (DARKE Co. COMMISSIONERS/Co. SEWERS)

WHEREAS, pursuant to R. C. 5705.38-40 and OAG Opinion #94-007; and

WHEREAS, Commissioners are requesting that appropriations, etc. be changed as follows, we therefore

RESOLVE, the following funds be changed as follows,

Appropriation line transfer use only:

FROM:

TO:

DC Sewers: Payments to taxing districts per agreed contracts

\$ 41,465.31	Water/Sewer	#607-3036.536050	North Star Sewer	#607-3036.572060
\$ 35,971.72	"	#606-3035.536050	Osgood Sewer	#606-3035.572060
\$ 18,659.04	"	#608-3037.536050	Yorkshire Sewer	#608-3037.572060

Mr. Aultman moved; and *Mr. Stegall* seconded the resolution and ALL voted as follows:

Michael W. Aultman (YEA)
Michael W. Aultman (YEA)
Matthew W. Aultman (YEA)
 Board of Darke County Commissioners

Robin R. Blinn
 Robin R. Blinn
 Administrative Clerk/Secretary

IN THE MATTER OF RESOLUTION (R-11-2017) FUND ADVANCE (DARKE Co. GRANTS-2015 CDBG)

WHEREAS, Darke Co. Grants/Commissioners are requesting that the following "Fund Advance" be completed: "need to advance revenue till rcvd. from grant", and

WE DO HEREBY RESOLVE, the following "Fund Advance" be approved as follows:

\$ 3,202.52	From: #001-8070.590000 (Advance Out)	To: #186-7008.490000 (Advance In)
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Mr. Stegall moved; and *Mr. Aultman* seconded the resolution and ALL voted as follows:

Michael W. Aultman (YEA)
Michael W. Aultman (YEA)
Matthew W. Aultman (YEA)
 Board of Darke County Commissioners

Robin R. Blinn
 Robin Blinn,
 Administrative Clerk/Secretary

BOOK 53 PAGE 0010

IN THE MATTER OF RESOLUTION (R-12-2017) FUND TRANSFER (JFS 2017 MANDATED SHARE)

WHEREAS, the Board of Darke County Commissioners met in "Regular Session" on December 28, 2016, and signed Resolution (R-350-2016), for approval of the 2017 Annual Appropriations; and

WHEREAS, per the Budget's Estimated Receipts and Appropriations; we therefore

RESOLVE, the following transfer needs to be made:

Mandated Share for 2017

\$91,638.00 From: County Fund-#001-8070.591029 To: JBFS-#155-5300.491000

Mr. Aultman moved the resolution; and Mr. Stegall seconded the resolution and all voted as follows:

Michael W. Plow (YEA)
Mark Stegall (YEA)
Matt W. Ault (YEA)
BOARD OF DARKE COUNTY COMMISSIONERS

Robin R. Blinn
Robin R. Blinn,
Administrative Clerk/Secretary

IN THE MATTER OF RESOLUTION (R-13-2017) FUND TRANSFER (JFS-CHILDREN SERVICES SUPPORT FOR JAN. 2017)

WHEREAS, the Board of Darke County Commissioners met in "Regular Session" on December 28, 2016, and signed Resolution (R-350-16), for approval of the 2017 Annual Appropriations; and

WHEREAS, per the Budget's Estimated Receipts and Appropriations; we therefore

RESOLVE, the following transfer needs to be made:

JFS (Children Services) - Support for January 2017

\$64,872.00 From: County Fund-#001-8070.591028 To: Child. Serv.-#151-5101.491000

Mr. Stegall moved the resolution; and Mr. Aultman seconded the resolution and ALL voted as follows:

Michael W. Plow (YEA)
Mark Stegall (YEA)
Matt W. Ault (YEA)
Board of Darke County Commissioners

Robin R. Blinn
Robin R. Blinn
Administrative Clerk/Secretary

IN THE MATTER OF RESOLUTION (R-14-2017) FUND ADVANCE (DC COMM.'S - 2016 FAA GRANT)

WHEREAS, Darke Co. Grants/Commissioners are requesting that the following "Fund Advance" be completed: "advancing revenue to 2016 FAA Grant for invoice to Stantec", and

WE DO HEREBY RESOLVE, the following "Fund Advance" be approved as follows:

\$ 36,042.10	From: #001-8070.590000 (Advance Out)	To: #458-8003.490000 (Advance In)
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Mr. Stegall moved; and Mr. Aultman seconded the resolution and ALL voted as follows:

Robin Blinn
Robin Blinn,
Administrative Clerk/Secretary

Matthew W. Aultman (YEA)
Mark R. ... (YEA)
Matt W. ... (YEA)
Board of Darke County Commissioners

IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (DARKE CO. JFS/GRANTS & SHERIFF)

Mr. Aultman moved to approve the following requests, w/one (1) being amended; motion seconded by Mr. Stegall and all voted YEA.

#155-5300.532000 (AMENDED-MANDATORY)
Attending: General Session/Dec. 9, 2016/Columbus, OH/Sherry Ryan
ADDING: Registration only...\$50.00/AMENDED TOTAL: \$50.00

#155-5300.532000 (MANDATORY)
Attending: OH Public Employer Labor Relations Assoc./Feb. 5-7, 2017/Lewis Center, OH/Carla Allen
Lodging: \$250.00/Meals: \$105.00/Registration: \$449.00/Estimated total for meeting: \$804.00

#155-5300.532000 (MANDATORY)
Attending: OH Public Employer Labor Relations Assoc./Feb. 5-7, 2017/Lewis Center, OH/Bonnie Whitesel
Lodging: \$250.00/Meals: \$105.00/Registration: \$449.00/Estimated total for meeting: \$804.00

#155-5300.532000 (MANDATORY)
Attending: OH Public Employer Labor Relations Assoc./Feb. 5-7, 2017/Lewis Center, OH/Gracie Overholser
Lodging: \$250.00/Meals: \$105.00/Registration: \$449.00/Estimated total for meeting: \$804.00

#185-7010.538000 (RECOMMENDED)
Attending: OCCD Community Development Winter Quarterly mtg./January 25 & 26, 2017/Columbus, OH/Jeff Miller
Lodging: \$120.00/Meals: \$70.00/Registration: \$95.00/Estimated total for meeting: \$285.00

#001-6010.532000 (RECOMMENDED)
Attending: Buckeye State Educational Foundation Sheriff's Only Conf./Feb. 22-24, 2017/Columbus, OH/Sheriff Toby Spencer
Lodging: \$360.00/Meals: \$140.00/Registration: \$300.00/Estimated total for meeting: \$800.00

IN THE MATTER OF MOTIONS APPROVING AND SIGNING THE TWO (2) CONTRACTS WITH LOIS A. SPITZER, CPA, FOR COMPILING BASIC FINANCIAL STATEMENTS FOR DARKE COUNTY FOR YEAR ENDING 2016

Mr. Aultman moved to approve the signing of the following Contract; motion seconded by Mr. Stegall and all voted YEA.

BASIC FINANCIAL STATEMENTS

I will compile the basic financial statements for Darke County for the year ending December 31, 2016, using the cash basis of accounting. I will not audit or review these financial statements.

My report on the financial statements is presently expected to read as follows:

I have compiled the accompanying basic financial statements of Darke County as of and for the fiscal year ended December 31, 2016. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the cash basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management's Discussion and Analysis is required supplementary information that has been prepared by management. I have not compiled, reviewed, nor audited this information and, accordingly, assume no responsibility for it.

If for any reason I am unable to complete the compilation of your financial statements, I will not issue a report on such statements as a result of this engagement.

Darke County will provide financial records, supporting documentation and journal entries to me and I will input these entries into the Auditor of State's publicly available, web-based conversion software. I will then use the software to generate the trial balances and the financial statements and some of the footnotes to the financial statements. The County will prepare some of the notes to the financial statements and the management discussion and analysis.

CONTRACTS (CONT.)

Darke County remains responsible for the compiled statements. It is therefore the responsibility of the County to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. To demonstrate that the County is fulfilling these responsibilities, the following safeguards will be observed. Darke County will designate a management-level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. I will meet with this individual periodically to update them on my progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will make any decisions that involve management functions related to this compilation and will accept full responsibility for such decisions. The cost of the engagement set forth in this letter are based upon the following information being provided by Darke County:

1. Updated chart of accounts
2. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements including original budget amounts for all funds required to be presented in the basic financial statements and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the County Commissioners during 2016;
4. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with all bank reconciliations of all County funds and bank accounts as of December 31, 2016;
5. Supporting workpapers and journal entries for cash off books, cash on hand, advances, transfers, and encumbrances
6. Information for some notes to the financial statements
7. Management's Discussion and Analysis

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). I will provide you the updated numbers from the financial statements when they are finished and I will review the MD&A to determine that all required topics have been addressed and to insure that the amounts presented in the MD&A match the amounts presented in the financial statements.

All work papers that I prepare will remain my property, however, at the conclusion of the project, you can copy any work papers you would like to have. The work papers should not be regarded as a part of, or a substitute for, your accounting records.

My engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist; however, I will inform the appropriate level of management of any material errors that come to my attention and any fraud or illegal acts that come to my attention, unless they are clearly inconsequential.

The financial statements will be completed by April 30, 2016, as long as all of the necessary information is provided to me by the County by March 30, 2016.

The cost of the engagement will be based on the total hours I spend on the engagement, whether assisting County personnel or working on my own. I will bill the County for my time on the engagement at a rate of \$40 per hour, not to exceed \$5,000. If unforeseen circumstances require additional time on my part, then this contract will have to be amended.

Sincerely,

Lois A. Spitzer, CPA

We desire Lois A. Spitzer, CPA to perform the services described above and agree to the terms and conditions set forth in this letter.

BOARD OF COUNTY COMMISSIONERS, DARKE COUNTY

Mr. Stegall moved to approve the signing of the following Contract; motion seconded by Mr. Aultman and all voted YEA.

SCHEDULE OF FEDERAL AWARDS EXPENDITURE

From information provided by Darke County, I will prepare the schedule of federal awards expenditures for the year 2016. The schedule will be completed by March 31, 2016, as long as all of the necessary information is provided by the County prior to March 10, 2016.

Darke County remains responsible for the schedule of federal awards expenditures. It is therefore the responsibility of the County to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. To demonstrate that the County is fulfilling these responsibilities, the following safeguards will be observed. Darke County will designate a management-level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement.

CONTRACTS (CONT.)

I will meet with this individual periodically to update my progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will make any decisions that involve management functions related to preparing the schedule of federal awards expenditures and will accept full responsibility for such decisions.

The cost of the services offered in this letter are based upon the following information being provided by Darke County:

1. Federal grant forms showing receipts and disbursements during 2016 from the individual departments of the County, along with grant documentation to verify this information, and
2. Detailed revenue and expense reports for 2016.

It is important that you provide documentation that is adequate to support the schedule of federal awards expenditures. If I discover errors in, or incomplete documentation I will ask the County to correct, explain, or provide additional documentation.

The workpapers will remain my property, however, at the conclusion of the project, you can copy any workpapers that you may want. The work papers should not be regarded as a part of, or a substitute for, your accounting records.

This engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist; however, I will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to my attention, unless they are clearly inconsequential.

The cost of the engagement will be \$1,800, which I will bill in one lump sum when the federal schedule has been completed. If unforeseen circumstances require a lot of additional time on my part, then this contract will have to be amended.

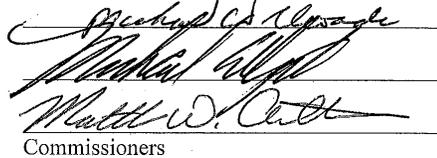
If you are in agreement with the terms of this contract, please have this engagement letter signed and certified in the appropriate places and return it to me. Should you have any questions concerning this letter, please do not hesitate to contact me at (937) 658-1270.

Sincerely,

Lois A. Spitzer, CPA

We desire Lois A. Spitzer, CPA to perform the services described above and agree to the terms and conditions set forth in this letter.

BOARD OF COMMISSIONERS OF
DARKE COUNTY OHIO



Commissioners

**IN THE MATTER OF CONTRACT FOR PROFESSIONAL SERVICES FOR BOLLINGER ENTERPRISES - FOR PY 2016
CHIP PROGRAM - FOR DARKE COUNTY, OHIO**

Mr. Aultman moved to approve the signing of the following Contract; motion seconded by Mr. Stegall and all voted YEA.

WHEREAS, the Darke County Board of Commissioners (hereinafter to as the "County") desires to preserve, stabilize, and improve existing residential housing by implementing housing and community development projects; and

WHEREAS, the County received federal Community Development Block Grant (CDBG) and federal HOME Investment Partnerships (HOME), funds from the Ohio Development Services Agency under the PY 2016 Community Housing Impact and Preservation (CHIP) Program to assist in the implementation of housing rehabilitation, home repair and other assistance programs of the County, and

WHEREAS, the County needs consulting services to provide professional services in the areas of housing inspections, construction, rehabilitation, repairs, lead paint inspections, lead risk assessments, lead clearance testing, cost estimating and work specification preparation, and

WHEREAS, Bollinger Enterprises (hereinafter referred to as the "Construction Specialist") provides professional services in the areas of housing inspections, construction, rehabilitation, repairs, lead paint inspections, lead risk assessments, lead clearance testing, cost estimating and work specification preparation, and

WHEREAS, the County desires to enter into a contract with this Construction Specialist for said housing inspections, construction, rehabilitation, repairs, lead paint inspections, lead risk assessments, lead clearance testing, cost estimating and work specification preparation.

NOW, THEREFORE, SUBJECT TO THE ABOVE CONDITIONS, THE PARTIES DO HEREBY MUTUALLY AGREE THAT:

D. BOLLINGER CONTRACT (CONT.)

I. Scope of Services

Services provided by Construction Specialist will include, but not be limited to:

A. Inspection Phase

1. The completion of the initial housing rehabilitation and home repair inspections to determine Ohio Development Services Agency (ODSA), Office of Community Development's (OCD's) Residential Rehabilitation Standards (RRS) and applicable Local Building Code deficiencies, and recordkeeping for all houses with preliminary approval by the County. This may include inspections of houses that do not receive a loan or grant, or houses that will result in being "walkaways" due to excessive costs for rehabilitation and/or repair
2. The completion of lead-based paint inspections and/or lead risk assessments for applicable projects.
3. Preparation of cost estimates and work specifications.
4. Review of work specifications with County and property owner, and obtain sign-off from the property owner of the approval of the work to be bid, prior to the bidding of the project.

(SECTION II & III CAN BE SEEN IN FULL IN THE 2017 CONTRACT AND/OR GRANTS DEPT. FILES)

IV. Cost and Method of Compensation

Maximum compensation under this contract shall not exceed **Sixty-Seven Thousand Dollars and No Cents (\$67,000.00)**. If at any time the Construction Specialist has reason to believe that performance under this Contract will exceed the estimated compensation, the Construction Specialist shall notify the County in writing to that effect. The County shall not be obligated to reimburse the Construction Specialist for compensation in excess of **Sixty-Seven Thousand and No Cents (\$67,000.00)**, and the Construction Specialist shall not be obligated to continue performance under this Contract unless the maximum compensation is increased by a negotiated amendment.

Compensation for the services specified in Section I will be computed based on the following schedule:

1. Owner and Rental Home Repair

Maximum compensation per each completed **Home Repair** project shall be **One Thousand Five Hundred Dollars and No Cents (\$1,500.00)**, notwithstanding a negotiated amendment for XRF testing expenses.

The County may request up to **Fifteen (15) Home Repair** projects to be completed under this Contract. Maximum compensation for this activity shall be **Twenty-Two Thousand Five Hundred Dollars and No Cents (\$22,500.00)** in the event the County requests, and the Construction Specialist completes, **Fifteen (15) Home Repair** projects.

The Construction Specialist shall be compensated **Five Hundred Dollars and No Cents (\$500.00)** upon the completion of items 1 through 4 of the Scope of Services listed in Section I; the Construction Specialist shall be compensated **Five Hundred Dollars and No Cents (\$500.00)** upon the completion of items 5 through 9 of the Scope of Services listed in Section I; and the Construction Specialist shall be compensated, the remaining **Five Hundred Dollars and No Cents (\$500.00)** upon the completion of items 10 through 15 of the Scope of Services listed in Section I. Item 16 shall be provided as part of the overall **One Thousand Five Hundred Dollars and No Cents (\$1,500.00)** in total compensation for a completed unit. The Construction Specialist shall submit to the County an invoice with supporting documentation specifying the costs incurred for the time period specified in the invoice. Each invoice shall list the property address of each dwelling unit and detail the phases completed per dwelling unit per the scope of services, including the dates the services were performed.

Lead clearance testing supplies, laboratory fees for lead clearance testing, and associated mailing costs shall be the responsibility of the Construction Specialist. However, if XRF lead testing is required on homes built before 1978, it will be billed at cost and the Construction Specialist will be reimbursed for the XRF testing expenses upon a negotiated amendment increasing the maximum compensation of this Contract as currently shown above.

2. Owner Rehabilitation

Private Owner Rehabilitation

The maximum compensation per each completed **Private Owner Rehabilitation** project shall be **Three Thousand Five Hundred Dollars and No Cents (\$3,500.00)**, notwithstanding a negotiated amendment for XRF testing expenses.

The County may request up to **Twelve (12) Private Owner Rehabilitation** projects to be completed under this Contract. Maximum compensation for this activity shall be **Forty-Two Thousand Dollars and No Cents (\$42,000.00)**.

For **Private Owner Rehabilitations** the Construction Specialist shall be compensated **One Thousand Dollars and No Cents (\$1,000.00)** upon the completion of items 1 through 4 of the Scope of Services listed in Section I; the Construction Specialist shall be compensated **One Thousand Dollars and No Cents (\$1,000.00)** upon the completion of items 5 through 9 of the Scope of Services listed in Section I; and the Construction Specialist shall be compensated, the remaining **One Thousand Five Hundred Dollars and No Cents (\$1,500.00)** upon the completion of items 10 through 15 of the Scope of Services listed in Section I. Item 16 shall be provided as part of the overall **Three Thousand Five Hundred Dollars and No Cents (\$3,500.00)** in total compensation for a completed unit. The Construction Specialist shall submit to the County an invoice with supporting documentation specifying the costs incurred for the time period specified in the invoice. Each invoice shall list the property address of each dwelling unit and detail the phases completed per dwelling unit per the scope of services, including the dates the services were performed.

D. BOLLINGER CONTRACT (CONT.)

Lead clearance testing supplies, laboratory fees for lead clearance testing, and associated mailing costs shall be the responsibility of the Construction Specialist. However, if XRF lead testing is required on homes built before 1978, it will be billed at cost and the Construction Specialist will be reimbursed for the XRF testing expenses upon a negotiated amendment increasing the maximum compensation of this Contract as currently shown above.

3. Miscellaneous Services

The Construction Specialist's Miscellaneous Services costs under this Contract will be computed and invoiced at Fifty Dollars (\$50.00) per hour. Such costs shall include, but not be limited to, walkaway costs under the Home Repair and Rehabilitation activities for projects not undertaken above in Section 1 and 2 of this part, post construction/warranty inspections and services, etc. Maximum compensation for these Miscellaneous Services shall be **Two Thousand Five Hundred Dollars and No Cents (\$2,500.00)**.

Walkaway costs of lead testing supplies, laboratory fees for lead testing, associated mailing costs and XRF testing expenses shall be invoiced at cost with copies of appropriate source documentation provided. However, if XRF lead testing is required on homes built before 1978, it will be billed at cost and the Construction Specialist will be reimbursed for the XRF testing expenses upon a negotiated amendment increasing the maximum compensation of this Contract as currently shown above.

All Miscellaneous Services to be performed must receive prior written approval of the County through a negotiated amendment to this Agreement with the Construction Specialist. The Construction Specialist shall submit to the County an invoice with supporting documentation specifying the total number of hours incurred for the time period specified in the invoice. Each invoice shall list the property address of each dwelling unit and detail the hours of service per dwelling unit per date of services.

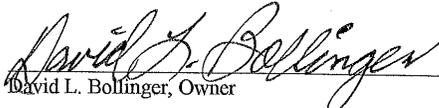
(SECTION IV THRU IX CAN BE SEEN IN FULL IN THE 2017 CONTRACT AND/OR GRANTS DEPT. FILES)

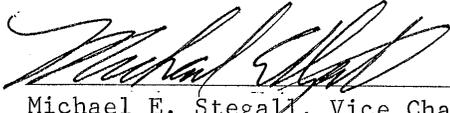
IN WITNESS WHEREOF, THE COUNTY AND THE CONSTRUCTION SPECIALIST HAVE EXECUTED THIS CONTRACT ON 1/9/2017

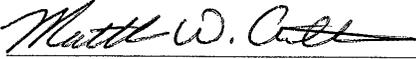
DARKE COUNTY BOARD OF COMMISSIONERS
(County)

BOLLINGER ENTERPRISES
(Construction Specialist)

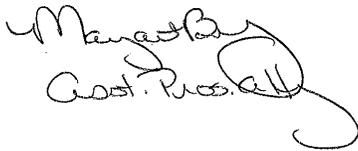

Michael W. Rhoades, Chairman


David L. Bollinger, Owner


Michael E. Stegall, Vice Chairman


Matthew W. Aultman, Commissioner

Approved as to Form:


Margaret B. Coats, Pres. Cell

IN THE MATTER OF MOTIONS FOR APPROVING APPLICATIONS ETC. FOR NEW EMPLOYEES (COMMISSIONER & GRANTS) FOR VISA CREDIT CARDS

Mr. Stegall moved to approve the "Resolution of Lodge, Assoc. or Other Similar Organization" and "Corporate Visa Agreements" for the above listed parties applying for VISA Credit Cards through Greenville National Bank; motion seconded by Mr. Rhoades and both voted YEA.

IN THE MATTER OF "LETTER OF INTENT" WITH PROVISIONS BETWEEN HARBOR FREIGHT TOOLS USA, INC. AND DARKE COUNTY COMMISSIONERS

Mr. Stegall moved to approve the following "Letter of Intent"; motion seconded by Mr. Aultman and all voted YEA.

Re: Former Aaron's Rent Space - 635 Wagner Ave.

This is to advise you that my client, Harbor Freight Tools USA, Inc., a Delaware corporation ("HFT" or "Tenant"), has an interest in leasing space at the above-referenced location, on provisions consistent with the following:

BOOK 53 PAGE 0016

LETTER OF INTENT (CONT.)

1) Tenant:	Harbor Freight Tools USA, Inc. 26541 Agoura Road Calabasas, CA 91302 Attn: Trey Feiler, VP Real Estate Tel: (818) 836-5500
2) Landlord:	[Legal name of Owner, including State and type of organization] Darke County Board of Commissioners Federal Employer Identification No.: 34-6400361 [Address of Owner] Attn: John Cook Title: Business Administrator Tel: 937-547-7302 Fax: 937-547-2907 E-Mail Address: jcook@co.darke.oh.us
3) Premises:	Approximately 21,340 total square feet, with the following dimensions: 97 ft X 220 ft (subject to verification), located in the Darke County Shopping Center (the "Shopping Center"). Attached as Exhibit "A" hereto is a Site Plan of the Shopping Center. The Premises has a street address of 635 Wagner Avenue, Greenville, Ohio, 45331.
4) Adjacent Space:	Tenant shall have the right of first refusal to lease any space at the Shopping Center located immediately adjacent to the Premises which may come available during the Primary Term and/or any Option Term.
5) Primary Term:	One Hundred Twenty (120) months (from the Rent Commencement Date).
6) Gross Rent:	Monthly: \$8,447.08 / Annually: \$101,365.00 (\$4.75 psf), with Landlord responsible for all taxes, insurance, building maintenance and common area maintenance ("CAM") and other expenses.

7) Rent Abatement:	NA.
8) Option Terms:	Five (5) options for sixty (60) months each.
9) Option Rent:	Option Rent shall increase by 10% from the previous 60 month term.
10) Rent Commencement:	Subject to Rent Abatement as provided above, 120 days after the later of the date on which Tenant has received (a) exclusive possession of the Premises, with all of Landlord's Work (as defined below) completed to Tenant's reasonable satisfaction, and (b) all permits and approvals for the construction and installation of Tenant's improvements to the Premises.
11) Percentage Rent:	None.
12) Security Deposit:	None.
13) Merchant Assoc.:	None.
14) Shopping Center Square Footage:	Landlord warrants and represents The Shopping Center contains 127,252 total gross rentable square feet of space
15) Landlord's Work:	Landlord shall deliver the Premise in its existing "as is" condition, however Landlord shall remain responsible for (i) the roof being structurally sound and watertight, (ii) the Premises being structurally sound, both wind and watertight, (iii) the space being free of any pre-existing recognized environmental contaminants, including but not limited to ACM, lead paint and mold, (iv) the removal of any movable previous tenants' furniture, fixtures and equipment and deliver the space in a broom swept condition (v) shall subdivide, or upgrade existing as required to provide an electrical utility capacity at a minimum service of 600 amps at 120/208v, and (vi) any updates to the common area, exterior of the Premises, and/or the interior of the Premises to make the shopping center and the Premises code compliant for a general retail use, including ADA compliance (excluding the restrooms). Tenant shall be responsible for any code upgrades to the interior of the Premises specific to its use as a tool store. Landlord shall maintain its Maintenance & Repair obligations set forth in Paragraph 22 below. Landlord's Work – Shall include a new sanitary sewer line directly to the parking lot; presently the sewer lines runs to the Big Lots space and then to the parking lot.
16) Delivery Deadline Date:	Landlord shall deliver the Premises to Tenant with all of Landlord's Work completed on or before March 31, 2017 (the "Delivery Deadline Date"). If the Delivery Date has not occurred on or prior to the Delivery Deadline Date, the Rent Commencement Date shall be delayed by three (3) days for each day of delay. If the Delivery Date has not occurred as of the date which is sixty (60) days after the Delivery Deadline Date, Tenant may (but shall not be obligated

LETTER OF INTENT (CONT.)

	to) elect to: (A) terminate the lease in which event Landlord shall (i) reimburse Tenant the amount equal to one (1) months rent, or (B) complete the Landlord's Work, in which event Tenant shall have the right to offset all costs and expenses incurred from Rent until reimbursed in full.
17) Permitted Use:	Retail store for the sale of tools, hardware, electronic goods and related items (including, without limitation, automotive and motorcycle accessories and supplies, engines and generators, garage and machinery equipment and accessories, lawn and garden accessories and supplies, welding equipment and accessories, and material handling equipment, parts and supplies), and seasonal merchandise, and for the sale of any other lawful retail products or services which are not in violation of an exclusive use restriction previously granted to another tenant currently in occupancy at the Shopping Center. Tenant shall also be permitted to (a) install and use vending machines and/or refrigerated cases for incidental sales of refrigerated and/or dry food products and related convenience items, (b) place one or two storage containers and/or trailers in or within close proximity to Tenant's exclusive loading dock/area for Tenant's operational replenishment requirements (including drop & hook requirements), (must be staged at rear of building and cannot impede traffic flow) (c) conduct periodic sidewalk and parking lot sales, (location in front of the premises and reasonably approved by landlord and follow local fire code) (d) use two (2) side by side parking spaces for installation of a shopping cart corral, and (e) prior to the store opening date, place and use trailers or similar temporary shelter in the common areas for hiring personnel (location approved by landlord and follow local fire code). Landlord shall provide written verification that the Premises are suitably zoned for Tenant's intended use. A list of all Shopping Center exclusive use provisions to which Tenant shall be subject is attached as Exhibit "C" hereto (in Word format). Landlord confirms no current leases or occupancy agreements at the Shopping Center would prohibit Tenant from using the Premises for the Permitted Use set forth herein. Following the mutual execution of the Lease, Landlord shall not enter into any leases or other occupancy agreements, or, to the extent that Landlord has consent rights, approve a change of use, sublease or assignment of any space in the Shopping Center to any tenant, subtenant, assignee or other entity who will use any space in the Shopping Center for any one (1) or more of the following uses: (i) a training or education facility (including, but not limited to, a beauty school, barber college, reading room, or other place of instruction catering primarily to students rather than to customers), or (ii) a car wash, gas station, automobile repair shop, or any business servicing motor vehicles, or (iii) a health spa, gym, exercise facility or other similar business, or (iv) a sit down
	restaurant (primarily serving meals for onsite consumption), or (v) a place of religious worship, or (vi) a movie theater, or (vii) a grocery store or supermarket, or (viii) any use/operation that would require more than four (4) parking spaces per thousand square feet of rentable space.

(ALL PROVISIONS CAN BE SEEN IN FULL IN THE COUNTY COMMISSIONER'S AND/OR 2017 CONTRACT FILES)

This letter is not intended to be and does not constitute an agreement or binding commitment or contract. Rather, it is only an expression of the basis on which Harbor Freight Tools would consider entering into a lease. Neither party shall be obligated unless and until a formal, written lease agreement is duly executed. This letter of intent does not create any obligation on the parties to negotiate. A response is requested no later than September 21, 2016.

Harbor Freight Tools will prepare the draft lease agreement after receipt of a copy of this letter signed by Landlord's authorized signatory.

AGREED AND ACCEPTED BY LANDLORD/AUTHORIZED AGENT OF LANDLORD

Date: 1-9-17

Signature: *Michael W. Rhodes* *Michael E. Stegall* *Matthew W. Aultman*

Print Name: Michael W. Rhodes, Michael E. Stegall, Matthew W. Aultman

Title: Darke County Commissioners

Legal Name of Company: Board of Darke County Commissioners

IN THE MATTER OF PAY IN'S

Pay In#089341	Received of Commissioners	Co. Airport-hangar rental-Jan. '17 (Hittle)	\$95.00
Pay In#089367	Received of Commissioners	Co. Airport-hangar rental-Jan.-July '17 (Workman)	\$513.00
Pay In#089388	Received of Commissioners	Co. Airport-fuel - 12/20/16 - 12/30/16 (Purvis Bros.)	\$650.74
Pay In#089401	Received of Commissioners	Co. Zoning-Van Buren Twp. - 1 st qtr. 2017	\$300.00
Pay In#089417	Received of Commissioners	Co. Airport-hangar rent - Jan. thru June '17 (B3)	\$513.00

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

**

MR. MOVED TO ADJOURN AT 1: P.M.; SECONDED BY MR. AND ALL VOTED YEA.

MICHAEL E. STEGALL

ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

MATTHEW W. AULTMAN

PATRICIA S. HARTER, ASSISTANT CLERK/SECY.

MICHAEL W. RHOADES,
BOARD OF DARKE Co. COMMISSIONERS

IN THE MATTER OF FURTHER DISCUSSION BY THE BOARD

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