

**MONDAY, JANUARY 16, 2017**

ALL DARKE COUNTY OFFICES CLOSED IN OBSERVANCE OF THE "MARTIN LUTHER KING DAY" HOLIDAY.

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**WEDNESDAY, JANUARY 18, 2017**

THE BOARD OF DARKE COUNTY COMMISSIONERS MET IN REGULAR SESSION AT 1:30 P.M. WITH MEMBERS PRESENT: Chairman Michael W. Rhoades, Vice Chairman Michael E. Stegall, and Member Matthew W. Aultman; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; Duane Sanning, Animal Control Officer; Susan Hartley w/Earlybird; Erik Martin, w/Daily Advocate; and Alex Mikos w/TIGER.

Minutes of Wednesday, January 11, 2017: Mr. Stegall moved to approve the minutes as read; motion seconded by Mr. Aultman and ALL voted YEA.

**IN THE MATTER OF RESOLUTION (R- 20-2017) EXAMINATION AND ALLOWANCE OF BILLS**

County Bills Approved

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

The attached vouchers dated January 11 & 18, 2017 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 1,277.00 + \$ 21,155.40; Outside General Funds \$ 964,061.35; for a Grand Total of \$ 986,493.75; are hereby approved for payment.

Michael W. Rhoades

Michael E. Stegall

Matthew W. Aultman  
Board of Darke County Commissioners

**IN THE MATTER OF ONLINE DOG LICENSING SYSTEM RENEWAL AGREEMENT BETWEEN THE DARKE COUNTY COMMISSIONERS AND FAIRFIELD COMPUTER SERVICES, LLC.**

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

DURATION. This agreement is in force for an initial term of two (2) years from the date of signing. This agreement shall automatically renew for three (3) successive one (1) year periods, unless terminated. Either party may terminate this agreement with a written sixty (60) day notice.

SYSTEM SPECIFICATIONS. A description of SYSTEM and WEBSITE is given in "Exhibit 1. System Specifications."

OWNERSHIP RIGHTS. CUSTOMER shall retain all its rights in any text, images, data, or other material it owns and has transmitted to FCS for use in SYSTEM or WEBSITE. CUSTOMER shall have a nonexclusive and nontransferable lease for use of SYSTEM and WEBSITE for the duration of this agreement. FCS shall hold all right, title, and interest in and to all interfaces, navigational devices, menu structures or arrangements, and all other components of any source or object computer code that make up SYSTEM and WEBSITE. CUSTOMER shall not do anything that may infringe upon or in any way undermine the right, title, and interest of FCS in SYSTEM and WEBSITE.

COMPENSATION. For all the services provided under this agreement, CUSTOMER shall compensate FCS in accordance to the terms given in "Exhibit 2. Cost Summary."

FCS BRAND. CUSTOMER shall allow FCS to place on WEBSITE an inconspicuous phrase or mark identifying FCS as the developer of the system with a hyperlink back to the website of FCS.

MATERIALS. CUSTOMER warrants that artwork, text, data, and documents it has given FCS for use in SYSTEM or WEBSITE is legally owned by or licensed to CUSTOMER.

DISCLAIMER. FCS disclaims all warranties not expressly contained in this agreement. This includes, without limitation, any warranty as to the suitability, merchantability, fitness for any particular purpose, or non-infringement of the equipment, software, or services provided hereunder. FCS does not warrant that the equipment or software will operate uninterrupted or error-free. FCS does not warrant that SYSTEM will work

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AGREEMENT (CONT.)

on all platforms. No representation or other affirmation of fact, including, but not limited to, statements regarding capacity, suitability for use, or performance of SYSTEM, whether made by employees of FCS or otherwise that is not contained in this agreement shall be deemed to be a warranty by FCS for any purpose or give rise to any liability of FCS whatsoever.

LIMITATION. In no event shall FCS or CUSTOMER be liable to the other for any lost or anticipated profits, or any indirect, incidental, exemplary, special, reliance, punitive, or consequential damages arising out of or in connection with this agreement, regardless of whether FCS or CUSTOMER has been advised or has reason to know of the possibility of such damages. Notwithstanding any provision contained herein to the contrary, the maximum liability of FCS to CUSTOMER or any person whatsoever arising out of or in connection with this agreement or any use of or inability to use services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall in no case exceed the actual amount paid to FCS by CUSTOMER during the six-month period preceding the claim. The foregoing limitations of liability will not apply to claims for personal injury caused by FCS's intentional misconduct or negligence, or claims for infringement, whether actual or alleged.

ENTIRE AGREEMENT. This agreement, together with the attached exhibits, constitutes the entire agreement between FCS and CUSTOMER with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between FCS and CUSTOMER in connection with this agreement.

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CUSTOMER acknowledges that CUSTOMER has read this agreement, understands it, and agrees to be legally bound by it.

WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representatives.

COUNTY COMMISSIONER(S)

WITNESS(ES)

Michael W. Rhoades  
(signature)

Robin Blinn  
(signature)

Michael W. Rhoades  
(printed)

Robin Blinn  
(printed)

Michael W. Rhoades  
(signature)

Robin Blinn  
(signature)

MICHAEL W. RHOADES  
(printed)

Robin Blinn  
(printed)

Matthew W. Aultman  
(signature)

**FILED**

Matthew W. Aultman  
(printed)

JAN 18 2017

Date: 1/18/17

DARKE COUNTY, OHIO  
BOARD OF COMMISSIONERS

FAIRFIELD COMPUTER SERVICES, LLC

Wendy Oehlers  
(signature)

Wendy Oehlers  
(printed)

Title: President

Date: 1/10/2017

PROSECUTING ATTORNEY, Approved as to form

Margaret B. Hayden Asst. Pros.  
(signature)

Margaret B. Hayden Asst. Pros.  
(printed)

Date: 1-13-2017

**(ENTIRE AGREEMENT CAN BE SEEN IN THE 2017 COMMISSIONERS AND/OR ANIMAL SHELTER FILES)**

**IN THE MATTER OF RESOLUTION (R-21-2017) FOR FIXING OF RECORDER FEES FOR 2017**

Commissioner Aultman moved for the adoption of the following Resolution:

WHEREAS, the Darke County Recorder, Linda Stachler, submitted a proposal for funding for the acquisition, maintenance of micrographic or other equipment and for contract services; and

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WHEREAS, the request was for \$7.00 to be placed in the county treasury to the credit of the County Recorder's Technology Fund, for a period of 12 months beginning January 1, 2017; and

WHEREAS, this increase is only effective for one year and will revert to the previous amount of \$4.00 on January 1, 2018, unless further requests are made by the Recorder as provided in O.R.C section 317.321; and

WHEREAS, the Board of County Commissioners received the proposal on November 10, 2016, entered it into the journal and met with the Recorder to review the proposal, pursuant to Revised Code section 317.321; and

WHEREAS, pursuant to Ohio Revised Code Section 317.321, the Board finds said request to be reasonable and moves to approve the proposal; **NOW, THEREFORE, BE IT**

**RESOLVED**, that the County Recorder's request is approved and that the County Recorder and County Auditor be notified that the Board approved said request that \$7.00 be placed in the county treasury to the credit of the County recorder's technology fund. This amount shall include the \$4.00 previously allocated, and the additional \$3.00 to be taken from the total base fees collected for filing or recording of each document, pursuant to section 317.32, 1309.525 or 5310.15 of the Revised Code, be placed in the county treasury to the credit of the county recorder's technology fund, for a period of 12 months beginning January 1, 2017; and be it further

**RESOLVED**, that the County Auditor place \$7.00 in the county treasury to the credit of the county recorder's technology fund. This amount shall include the \$4.00 previously allocated, and an additional \$3.00 to be taken from the total base fee collected for filing or recording of each document, pursuant to section 317.32, 1309.525 or 5310.15 of the Revised Code into the county treasury to the credit of the county recorder's technology fund for a period of 12 months, beginning January 1, 2017, to be used for the acquisition and maintenance of micrographic or other equipment and for contract services.

Commissioner Stegall seconded the resolution and the roll being called upon the adoption, the vote resulted as follows:

COMMISSIONER	VOTE
Michael W. Rhoades	<u>YEA</u>
Michael E. Stegall	<u>YEA</u>
Matthew W. Aultman	<u>YEA</u>

Resolution adopted this 18<sup>th</sup> day of January 2017.  
Michael W. Rhoades President

ATTEST:  
Robin Blinn Clerk  
Robin Blinn

**FILED**

JAN 18 2017

DARKE COUNTY, OHIO  
BOARD OF COMMISSIONERS

**IN THE MATTER OF RESOLUTION (R-22-2017) FOR REPLACEMENT OF COMMISSIONER'S BOARD SEAT ON MAIN STREET GREENVILLE (MSG) BOARD**

WHEREAS, due to the retirement of Darke Co. Commissioner Diane L. Delaplane, the Main Street Greenville Board has a vacancy that needs to be filled by the Board of Darke Co. Commissioners; and

WHEREAS, Commissioner Delaplane served on the Main Street Greenville Board for many years, who's term is non-expiring; and

WHEREAS, WE DO HEREBY RESOLVE to appoint Matthew W. Aultman to serve on the Main Street Greenville Board, effective immediately;

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

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R-22-2017 (CONT.)

*Michael W. Rhoades*  
Michael W. Rhoades  
*Michael E. Stegall*  
Michael E. Stegall  
*abstained*  
Matthew W. Aultman,  
DARKE COUNTY BOARD  
OF COMMISSIONERS

*Robin Blinn*  
Administrative Clerk/Secretary  
Date: January 18, 2017

**IN THE MATTER OF RESOLUTION (R-23-2017) FUND ADVANCE (DARKE Co. GRANTS-'15 CDBG GRANT)**

WHEREAS, Darke Co. Grants Dept. is requesting that the following "Fund Advance" be completed: "Advancing revenue to #186-2015 CDBG Grant for OCCD Winter Quarterly meeting"; and

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

\$ 285.00	From: #001-8070.590000 (Advance Out)	To: #186-7008.490000 (Advance In)
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*Mr. Aultman* moved; and *Mr. Stegall* seconded the resolution and ALL voted as follows:

*Robin Blinn*  
Robin Blinn,  
Administrative Clerk/Secretary

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

**IN THE MATTER OF RESOLUTION (R-24-2017) FUND TRANSFER (DARKE Co. HOME SUPPORT FOR JAN. & FEB. 2017)**

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:

Monthly Support-County Home (January & February 2017)

\$ 93,973.50	Transfer Out #001-8070.591027	Transfer In #146-4300.491000
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*Mr. Aultman* moved the resolution; *Mr. Stegall* seconded the resolution and ALL voted as follows:

*Robin Blinn*  
Robin Blinn,  
Administrative Clerk/Secretary

*Michael W. Rhoades* (YEA)  
*Michael E. Stegall* (YEA)  
*Matthew W. Aultman* (YEA)  
BOARD OF DARKE CO. COMMISSIONERS

**IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (DARKE CO. AUDITOR, COMMON PLEAS/MAGISTRATE AND MUNICIPAL COURT)**

Mr. Aultman moved to approve the following requests, motion seconded by Mr. Stegall and all voted YEA.

#101-1130.532000(MANDATORY)

Attending: Leadership for Mass Appraisal Managers/Wooster, OH/February 24, 2017/Geoffrey Surber  
Lodging: \$200.00/Meals: \$75.00/Registration: \$175.00/Parking: \$50.00/Estimated total for meeting: \$495.00  
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#101-1130.532000(MANDATORY)

Attending: Fundamentals of Real Property Appraisal/Columbus, OH/March 26-31, 2017/Deidre Frech  
Lodging: \$1000.00/Meals: \$210.00/Registration: \$635.00/Parking: \$50.00/Estimated total for meeting: \$1,895.00  
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#001-2100.532000(MANDATORY)

Attending: New Magistrate Orientation/March 9 & 10, 2017/Georganne Huber  
Transportation: \$80.00/Parking: \$20.00/Lodging: \$135.13/Meals: \$70.00/Registration: \$150.00/Estimated total for meeting: \$455.13  
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#001-2600.532000(MANDATORY)

Attended: Supreme Court of OH Judicial College/Jan. 4, 2017/Nicholas Moyer  
Transportation: \$27.20/Total for meeting: \$27.20

**IN THE MATTER OF MOTIONS FOR APPROVING APPLICATIONS ETC. FOR NEW ASSISTANT PROSECUTING ATTORNEY FOR VISA CREDIT CARD**

Mr. Stegall moved to approve the "Resolution of Lodge, Assoc. or Other Similar Organization" and "Corporate Visa Agreement" for the new "Asst. Pros. Atty. James D. Bennett's" application for a VISA Credit Card through Greenville National Bank, increasing their new aggregate credit limit of \$7,500.00; motion seconded by Mr. Aultman and all voted YEA.

**IN THE MATTER OF PERSONAL SERVICE CONTRACT (C-1-2017) BETWEEN THE BOARD OF DARKE COUNTY COMMISSIONERS AND JUDITH E. FRANCIS AS HUMANE AGENT FOR DARKE COUNTY FOR 2017**

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

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

*Section I  
Employment*

Owner agrees to engage contractor to perform personal services described generally in Section II hereof. Contractor agrees to perform such services under the terms and conditions set forth in this contract. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures required to perform such services. However, the Owner and its representatives will at all times have access to the work and shall be permitted to inspect Contractor's workmanship. Contractor shall not sell, transfer or assign his right, title, interest or obligations hereunder.

*Section II  
Duties*

The party of the first part shall serve as Humane Agent in Darke County.

*Section III  
Term*

Employment of contractor shall commence on the 1<sup>st</sup> day of January, 2017, and the contract shall remain in full force indefinitely; provided, that at any time, after ten (10) days from delivery of a written notice to the other party, either party may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case the Contractor shall be paid for all work completed to the date of delivery of said notice.

*Section IV  
Compensation*

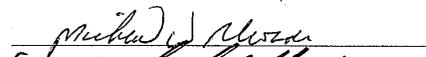
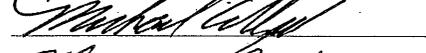
As compensation for the services performed under this agreement, owner shall pay contractor the sum of One hundred dollars (\$100.00), payable monthly.

Unless otherwise specified above, contractor shall not be entitled to any additional compensation or reimbursement for expenses incurred by contractor in the performance of his obligations hereunder. Contractor shall provide to Owner all time, expense or other records necessary to establish contractor's right to compensation as provided herein.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor.

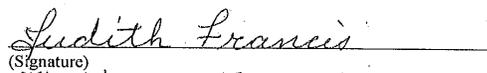
OWNER

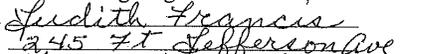
BOARD OF COUNTY COMMISSIONERS  
DARKE COUNTY, OHIO


Address for giving notices:  
County Administration Bldg.  
520 S. Broadway  
Greenville, Ohio 45331

CONTRACTOR

  
(Signature)  
Judith Francis  
(Typed or Printed Name)

Address for giving notices:  
  
245 Ft. Jefferson Ave  
Greenville, Ohio 45331

# BOOK 53 PAGE 0030

## IN THE MATTER OF PAYINS

Pay In#089479	Received of Commissioners	Co. Zoning-1 <sup>st</sup> qtr. 2017 – Adams Twp.	\$300.00
Pay In#089525	Received of Commissioners	Co.-OH History Connection – Ft. Jeff. Park – for 2017	\$1,625.00
Pay In#089526	Received of Commissioners	Co. Zoning-1 <sup>st</sup> qtr. 2017 – Greenville Twp.	\$600.00
Pay In#089537	Received of Commissioners	Co. Health Ins.-Employer share for Feb. 2017	\$257,390.82
Pay In#089564	Received of Commissioners	Co. Zoning-1 <sup>st</sup> qtr. 2017 – Franklin & Liberty Twps.	\$600.00
Pay In#089580	Received of Commissioners	Co. Zoning-1 <sup>st</sup> qtr. 2017 – Jackson Twp.	\$300.00
Pay In#089586	Received of Commissioners	Co. Airport-Fuel for Jan. 2017 (w/Purvis Bros.)	\$556.07
Pay In#089610	Received of Commissioners	Co.-Vehicle maint. Reimb. – Sheriff, Auditor, Maint. & Comm.'s	\$6,819.86
Pay In#089634	Received of Commissioners	Co.-Annexation filing fee – Wayne Healthcare – VSL	\$50.00
Pay In#089635	Received of Commissioners	Co.-reimb. for unused copies (Loudy's) for Probate Crt.'s copier	\$931.03
Pay In#089636	Received of Commissioners	Co. Zoning-1 <sup>st</sup> qtr. 2017 – Butler Twp.	\$300.00

## IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

\*\*None

MR. AULTMAN MOVED TO ADJOURN AT 1:44 P.M.; SECONDED BY MR. STEGALL AND ALL VOTED YEA.

\_\_\_\_\_  
MICHAEL W. RHOADES

\_\_\_\_\_  
ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

\_\_\_\_\_  
MICHAEL E. STEGALL

\_\_\_\_\_  
PATRICIA S. HARTER, ASSISTANT CLERK/SECY.

\_\_\_\_\_  
MATTHEW W. AULTMAN,  
BOARD OF DARKE CO. COMMISSIONERS

## IN THE MATTER OF FURTHER DISCUSSION BY THE BOARD

\*\*All Commissioners attended the Darke Co. CIC Board meeting.

\*\*Commissioner Stegall attended the "Top of Ohio" mtg. held in Bellefontaine.

\*\*Sue Huston of DC BDD/Aktion Club, along with Club's Officers, met with all Commissioners regarding Developmental Disabilities Awareness.