

MONDAY, JANUARY 30, 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; John Cook, Business Administrator; Carolyn Harmon w/Daily Advocate; Alex Mikos w/TIGER Radio; and Darke Co. Citizen Rick Perdue.

Minutes of Wednesday, January 25, 2017: Mr. Aultman moved to approve the minutes as read; motion seconded by Mr. Stegall and ALL voted YEA.

IN THE MATTER OF RESOLUTION (R-32-2017) EXAMINATION AND ALLOWANCE OF BILLS

County Bills Approved

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

The attached vouchers dated January 30, 2017 for County Bills, including any

"Then & Now" Certificates, in the amount of the General Fund \$ 39,191.60;

Outside General Funds \$ 119,803.22; for a Grand Total of \$ 158,994.82;

are hereby approved for payment.

Michael W. Rhoades

Michael E. Stegall

Matthew W. Aultman
Board of Darke County Commissioners

IN THE MATTER OF RESOLUTION (R-33-2017) TRANSFER OF APPROPRIATIONS (DARKE CO. COMMISSIONERS/WAGC & COMMISSIONERS/SHERIFF FOR PRISONER HOUSING)

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 Comm.'s/WAGC: Transfer funds to cover repairs associated w/WAGC Vehicle in 2017

\$ 1,200.00	Other Operating	#107-1520.538130	Other Vehicle Maint.	#107-1520.522020
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DC Comm.'s/Sheriff: to cover December 2016 housing of inmates at Mercer Co.

\$ 7,725.00	Other Operating	#001-1509.538130	Intergovernmental	#001-6010.538040
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Mr. Aultman moved; and Mr. Stegall seconded the resolution and ALL voted as follows:

Robin R. Blinn
Robin R. 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-34-2017) FUND TRANSFER (CSEA SUPPORT FOR FEBRUARY 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 February 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 J. Meade (YEA)
Michael Etzall (YEA)
Mark W. Aultman (YEA)
Board of Darke County Commissioners

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

IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (DARKE CO. AUDITOR)

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

#101-1130.532000 (MANDATORY)

Attending: IAAO Course 300 Fundamentals of Mass Appraisal/North Canton, OH/April 23-28, 2017/Geoffrey Surber
Lodging: \$1,000.00/Meals: \$210.00/Registration: \$635.00/Parking: \$100.00/Estimated total for meeting: \$1,945.00

IN THE MATTER OF FUNDING CONSULTATION SERVICES AGREEMENTS BETWEEN THE DARKE COUNTY BOARD OF COMMISSIONERS AND KEY FUNDING SERVICES FOR THE DARKE COUNTY AIRPORT; AND THE OTHER AGREEMENT IS FOR GENERAL SERVICES FOR THE COUNTY

Mr. Stegall moved to approve the following Agreements; that is service for the County Airport and various general services for the County; motion seconded by Mr. Aultman & all voted YEA.

THIS SERVICES AGREEMENT (Agreement) made the 30th day of Jan., 2017, by and between the Darke County Board of Commissioners (hereinafter called the "Local Public Agency") and Key Funding Services, Inc., a company incorporated in the State of Ohio and located at 150 House Road, Hollansburg, Ohio 45332 (hereinafter called "Consultant") and;

WITNESSETH that the Local Public Agency and Consultant for the considerations named do mutually agree as follows:

Section 1 – Relationship of Parties

The parties intend that an independent contractor relationship will be created by this Agreement. The Local Public Agency is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Consultant. The Consultant is not to be considered an agent or employee of the Local Public Agency for any purpose and is not covered by any liability, worker's compensation, or any other source of insurability held by the Local Public Agency.

Section 2 - Scope of Work

The Consultant shall perform consultation and coordination services related to funding for the Darke County Airport and associated infrastructure as requested by the Local Public Agency. The services shall include all necessary equipment, travel expenses, materials, and related supplies.

AGREEMENTS (CONT.)

Section 3 – Local Public Agency Responsibilities

The Local Public Agency shall make available to the Consultant all necessary files, correspondence, and other pertinent documents associated with funding for the Darke County Airport and associated infrastructure for services requested from Consultant. In addition, the Local Public Agency shall provide Consultant with timely decisions as they are necessary to complete the assigned services and Consultant shall not be responsible for any failure to meet same should there be any delay.

Section 3 - Contract Price

The Local Public Agency shall pay the Consultant for services performed based on a rate of \$55.00 per hour which shall include the necessary equipment, travel expenses, materials, and related supplies. This rate shall include travel time incurred to and from meetings related to any funding tasks requested by the Local Public Agency, with the exception of meetings with the Local Public Agency at their offices. Services requested by the Local Public Agency by and through this Agreement shall not exceed \$5,000.00 during the term of said Agreement, unless amended by both parties Owner may request a quoted price for services for a particular funding source or project related to the Darke County Airport should a future task be more suited to this method of pricing.

Section 4 - Progress Payments

Payments for the hourly services provided under this Agreement shall be made upon presentation of an itemized Invoice from the Consultant to the Local Public Agency on a monthly basis as services are requested. Invoices shall be paid within thirty (30) days of presentation.

Section 5 – Termination

Termination of this Agreement may be effected by either giving the other party Notice of Termination by registered United States mail thirty (30) days prior to termination. Termination may be made effective immediately by agreement of both parties. The Consultant shall be paid by the Local Public Agency for all performance of work that has been completed up to expiration or termination of the Agreement. Consultant shall return all documents, correspondence, and other pertinent documents related to the funding services provided for the Darke County Airport and associated infrastructure under this Agreement to the Local Public Agency upon receipt of final payment for all work performed.

Section 6 – Execution

This Services Agreement shall be in full force and effect when dated and properly signed through the term of December 31, 2017 or termination by either party. This Agreement may be extended by both parties.

Signed this 30th day of January, 2017.

Owner: Darke County Board of Commissioners

By: [Signature]
By: [Signature]
By: [Signature]

Address: 520 South Broadway
Greenville, Ohio 45331
Telephone: (937) 548-1919

Approved as to form:
[Signature]
Asst. Pres. [Signature]

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Section 1 – Relationship of Parties

The parties intend that an independent contractor relationship will be created by this Agreement. The Local Public Agency is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Consultant. The Consultant is not to be considered an agent or employee of the Local Public Agency for any purpose and is not covered by any liability, worker's compensation, or any other source of insurability held by the Local Public Agency.

Section 2 - Scope of Work

The Consultant shall perform general consultation and coordination services related to funding needs of Darke County as identified and requested by the Local Public Agency. The services provided by Consultant shall include all necessary equipment, travel expenses, materials, and related supplies.

Section 3 – Local Public Agency Responsibilities

The Local Public Agency shall make available to the Consultant all necessary files, correspondence, and other pertinent documents associated with the funding request(s) for Darke County for services requested from Consultant. In addition, the Local Public Agency shall provide Consultant with timely decisions as they are necessary to complete the assigned services and Consultant shall not be responsible for any failure to meet same should there be any delay.

Section 3 - Contract Price

The Local Public Agency shall pay the Consultant for services performed based on a rate of \$55.00 per hour which shall include the necessary equipment, travel expenses, materials, and related supplies. This rate shall include travel time incurred to and from meetings related to any funding tasks requested by the Local Public Agency, with the exception of meetings with the Local Public Agency at their offices. Services requested by the Local Public Agency by and through this Agreement shall not exceed \$5,000.00 during the term of said Agreement, unless amended by both parties. Owner may request a quoted price for services for a particular funding source or project that may arise should a future task be more suited to this method of pricing.

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Section 6 – Execution

This Services Agreement shall be in full force and effect when dated and properly signed through the term of December 31, 2017 or termination by either party. This Agreement may be extended by both parties.

Signed this 30th day of January, 2017.

Owner: Darke County Board of Commissioners

By: Michael Wilson

By: Michael Wilson

By: Matt W. Cost

Address: 520 South Broadway
Greenville, Ohio 45331
Telephone: (937) 548-1919

Approved as follows:
Margaret
Asst. Pres. all

BOOK 53 PAGE 0042

IN THE MATTER OF FIXING OF DATE FOR SEALED BIDS FOR PROJECT KNOWN AS WAGC ASBESTOS TILE/MASTIC ABATEMENT PROJECT

Mr. Aultman moved to approve the following "Fixing of Date" for Wednesday, February 22, 2017, by 1:00 p.m. of that day to receive sealed bids; motion seconded by Mr. Stegall and all voted YEA.

Sealed bids for the **635 Wagner Ave Asbestos Tile/Mastic Abatement Project** is being accepted by the Darke County Commissioners, 520 S. Broadway, Greenville, OH 45331, **until 1:00 p.m., Wednesday, February 22, 2017.** The bids will be publicly opened, read and tabulated during regular session of the same day beginning at 1:30 PM. The Asbestos Abatement Project is for the abatement of approximately 21,340 sq. ft. of 9"x9" ACM tile and ACM mastic under carpet and/or 12"x12" tile/mastic in a retail storefront.

Copies of the bid specifications and bid documents can be obtained by prospective bidders by visiting the County Administration Building, 520 S. Broadway, Greenville, OH 45331 during business hours, Monday through Friday from 8:00 a.m. to 4:30 p.m. or electronically by emailing a request to jcook@co.darke.oh.us.

A pre-bid meeting is scheduled for 10:00 AM, Wednesday, February 15, 2017 at the project location, 635 Wagner Ave., Greenville, OH 45331. If questions please contact John Cook at 937-547-7302 or jcook@co.darke.oh.us.

Bids shall be submitted in a sealed envelope and externally marked: "635 WAGNER AVE ASBESTOS TILE/MASTIC ABATEMENT PROJECT". Project may be a prevailing wage project if over the \$75,000 threshold.

The bid package must be accompanied by a bid guaranty in accordance with Section 153.54 of the Ohio Revised Code. The bid guaranty shall be in the form of either:

1. A bond for the full amount of the bid; or
2. A certified check equal to ten percent (10%) of the bid; or
3. A cashier's check equal to ten percent (10%) of the bid; or
4. A letter of credit pursuant to Chapter 1305 of the Ohio Revised Code equal to ten percent (10%) of the bid.

Upon entering a contract, a performance bond in the amount of one hundred percent (100%) of the project will be required.

The Darke County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bid process, and to accept any bid deemed the most favorable to the Darke County Commissioners.

By the Order of the Darke County Board of Commissioners

IN THE MATTER OF PAY INS

Pay In#089780	Received of Commissioners	Co. Health – January for February life insurance	\$1,232.70
Pay In#089805	Received of Commissioners	Co. Airport-Feb. '17 hangar rent (A9 & H1-L)	\$165.00
Pay In#089808	Received of Commissioners	Co.-Charges for Service (City of Greenville)	\$1,144.59
Pay In#089809	Received of Commissioners	Co. Health – 2017 CEBCO Wellness Grant	\$3,504.00
Pay In#089811	Received of Commissioners	Co.-Crown Communication – tower rental for Feb. '17	\$912.53

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

**All Commissioners and Administrative Clerk/Secy. all met with County Treasurer Scott Zumbrink for the 1st quarterly "Investment Advisory" meeting for 2017; including the reorganization of that Committee and if there are any changes to the investment policy that needs to be made.

**All Commissioners attended the Annual Versailles Chamber of Commerce Banquet.

MR. STEGALL MOVED TO ADJOURN AT 1:38 P.M.; SECONDED BY MR. AULTMAN 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

**Carolyn Harmon w/Daily Advocate: Had questions and wanted a clarification of abatement project going on at the WAGC Plaza. The Commissioners and Business Administrator explained the procedure etc. of that project and what is expected to go on soon.

**DC Citizen Rick Perdue: He also wanted clarification of that project that will be going on at the Plaza, and details about it being a possible prevailing wage project, if bids come in to make that project so.