

WEDNESDAY, MARCH 16, 2016

THE BOARD OF DARKE COUNTY COMMISSIONERS MET IN REGULAR SESSION AT 1:30 P.M. WITH MEMBERS PRESENT: Commissioner Chairman Michael E. Stegall, Vice Chairman Diane L. Delaplane and Member Michael W. Rhoades; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; Mindy Saylor, Director of Darke Co. EMA & LEPC; Chief Deputy Mark Whittaker; Erik Martin w/Daily Advocate; Susan Hartley w/Earlybird; and Darke Co. Citizen Fred Dean.

Minutes of Monday, March 14, 2016: Mr. Rhoades moved to approve the minutes as read; seconded by Mrs. Delaplane and all voted YEA.

**IN THE MATTER OF RESOLUTION (R- 62 -2016) EXAMINATION AND ALLOWANCE OF BILLS**

County Bills Approved

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

The attached vouchers dated March 16, 2016 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 28,408.30; Outside General Funds \$ 435,146.24; for a Grand Total of \$ 463,554.54 are hereby approved for payment.

Michael E. Stegall

Diane L. Delaplane

Michael W. Rhoades  
Board of Darke County Commissioners

**IN THE MATTER OF FUNDING CONSULTATION SERVICES AGREEMENT BETWEEN DARKE COUNTY BOARD OF COMMISSIONERS AND KEY FUNDING SERVICES, INC., SUSAN LAUX, PRESIDENT.**

Mr. Rhoades moved to approve the following Agreement; motion seconded by Mrs. Delaplane and all voted YEA.

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 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.

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**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 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 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, 2016 or termination by either party. This Agreement may be extended by both parties.

Signed this 16<sup>th</sup> day of March, 2016.

Owner: Darke County Board of Commissioners      Consultant: Key Funding Services, Inc.

By: *Michael Elliott*

By: *Susan Laux*  
Susan Laux, President

By: *Devin R. Delaplane*

By: *Michael W. Blouder*

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

Address: 150 House Road  
Hollansburg, Ohio 45332  
Telephone: (937) 459-0505  
Email: [keyfunding@ymail.com](mailto:keyfunding@ymail.com)

**IN THE MATTER MOTIONS FOR APPROVAL OF RESOLUTION (R-63-2016) AUTHORIZING SUSAN LAUX, KEY FUNDING SERVICES, INC. TO PREPARE AND SUBMIT AN APPLICATION FOR FUNDING FROM THE OHIO LOCAL GOVERNMENT SAFETY CAPITAL GRANT PROGRAM ADMINISTERED THROUGH THE OHIO DEVELOPMENT SERVICES AGENCY FOR THE PROJECT TITLED-OHIO MARCS COMMUNICATION TOWER; AND SIGNING OF MEMORANDUM OF UNDERSTANDINGS WITH DARKE COUNTY, VILLAGE OF UNION CITY, OH, AND ALL TWENTY (20) TOWNSHIPS OF DARKE COUNTY**

Whereas, the Local Government Safety Capital Grant Program has been established for SFY 2016 & 2017 pursuant to Section 701.120 of Amended Sub. H.B. No. 64 131<sup>st</sup> General Assembly and Amended Sub. H.B. 340; and

WHEREAS, the purpose of this PROGRAM is to award grant funds to Political Subdivisions to fund projects focused on enhancing public safety with each Political Subdivision eligible to apply for a maximum of \$100,000 or they may collaborate with other Political Subdivisions for a maximum request of \$500,000; and

WHEREAS, Darke County seeks to pursue funding through the Program for the installation of an Ohio MARCS Communication Tower ("the Project") to serve the entire County and will serve as the Lead Applicant and Fiscal Agent of any subsequent award received.

**NOW THEREFORE BE IT RESOLVED BY DARKE COUNTY;**

**Section 1:** The Darke County Commissioners are hereby authorized to enter into Memorandums of Understanding with the Townships of the County along with the Village of Union City for the submission of a collaborative request for funding of the "Project".

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R-63-2016 (CONT.)

Section 2: Upon receipt of an award of the \$500,000 request through the Local Government Safety Capital Grant Program, the Darke County Commissioner's pledge to commit all funds exceeding this amount to complete the "Project" as proposed.

Section 3: Susan Laux of Key Funding Services, Inc. is hereby authorized to submit on behalf of Darke County the Ohio Local Government Safety Capital Safety Grant for the project titled - Ohio MARCS Communication Tower.

Mrs. Delaplaine moved to sign Resolution; motion seconded by Mr. Aheades; and all voted YEA.

Dated: Wednesday, March 16, 2016

[Signature] Darke County Commissioner

[Signature] Darke County Commissioner

[Signature] Darke County Commissioner

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This Agreement entered into by and between the DARKE COUNTY COMMISSIONERS on behalf of DARKE COUNTY, OHIO (hereinafter referred to as the "LEAD APPLICANT") and the following political subdivision (hereinafter referred to as a "COLLABORATING PARTNER"):

POLITICAL SUBDIVISION NAME: DARKE CO.; VILLAGE OF UNION CITY, OH; ADAMS TWP.; ALLEN TWP.; BROWN TWP.; BUTLER TWP.; FRANKLIN TWP.; GREENVILLE TWP.; HARRISON TWP.; JACKSON TWP.; LIBERTY TWP.; MISSISSINAWA TWP.; MONROE TWP.; NEAVE TWP.; PATTERSON TWP.; RICHLAND TWP.; TWIN TWP.; VAN BUREN TWP.; WABASH TWP.; WASHINGTON TWP.; WAYNE TWP.; AND YORK TWP.

WHEREAS, pursuant to Section 701.120 of Amended Sub. H.B. No. 64 131st General Assembly and Amended Sub. H.B. 340, the Local Government Safety Capital Grant Program (PROGRAM) was created.

WHEREAS, the purpose of this PROGRAM is to award grant funds to be used for the purchase of vehicles, equipment, facilities, or systems needed to enhance Public Safety with a focus on capital grants to political subdivisions for police, fire, and EMS-related purposes.

WHEREAS, the LEAD APPLICANT named above desires to pursue making a grant application to the PROGRAM for construction of a MARCS Communications Tower for the implementation of a county-wide system to provide emergency wireless digital communications for police, fire, and EMS services.

WHEREAS, the LEAD APPLICANT has requested collaboration with the political subdivision named above that will be served by the MARCS Communication Tower to assist with the project proposed to be completed through this PROGRAM. The PROGRAM allows a LEAD APPLICANT to submit an application that includes multiple political subdivisions and seeks a level of funding that does not exceed collectively the total amount of funding which may be awarded to those political subdivisions individually, which is \$100,000.00, up to a maximum of \$500,000.00.

NOW, therefore in consideration of promises and agreements recited herein the parties agree as follows:

- 1) The LEAD APPLICANT shall make and submit an application for Local Government Safety Capital Grant Program funds for the construction of a MARCS Communication Tower.
2) The LEAD APPLICANT will be responsible for implementation and completion of the project in accordance with the PROGRAM requirements along with any additional funds needed to complete the project that may exceed any grant funds that would be awarded. The COLLABORATING PARTNER shall have no responsibility related to the execution of the PROGRAM.
3) The COLLABORATING PARTNER agrees to collectively support the construction of the MARCS Communications Tower to be owned and maintained by the LEAD APPLICANT to enhance cooperation between all parties since police, fire, and EMS services will all benefit from the project. The COLLABORATING PARTNER will have no responsibility in the operation and maintenance of the MARCS Communications Tower.
4) The allocation of the grant award being requested between the parties is as follows:

DARKE CO.'S ALLOCATION AMOUNT IS NOT-TO-EXCEED \$100,000.; AND ALLOCATED COST FOR THE VILLAGE OF UC AND ALL TWENTY (20) TWPS.. IS \$20,000.

- 5) This Memo of Understanding shall be binding on and inure to the benefit of the parties and their respective administrators, legal representative, successors, and assigns when permitted by this Memo of Understanding.
6) This Memo of Understanding constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter hereof.

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**MOU (CONT.)**

IN WITNESS WHEREOF, The parties have hereunto caused this agreement to be executed by their respective office with the intent to be legally bound thereby.

**(SIGNATURES FOR ALL MOU'S CAN BE SEEN IN THE 2016 CONTRACT FILE AND/OR EMA-LEPC DEPT. FILE)**

**DARKE COUNTY COMMISSIONERS**

*Diane Delaplane*  
Diane Delaplane, Commissioner

3-16-2016  
Date

*Michael Rhoades*  
Michael Rhoades, Commissioner

3-16-16  
Date

*Michael Stegall*  
Michael Stegall, Commissioner

3/16/16  
Date

*Approved as to form.  
Margaret B. Hayes  
Co. Pros. Atty.*

**IN THE MATTER OF AUTHORIZING OF MEETING EXPENSES (DARKE CO. JFS AND PROSECUTING ATTY.)**

Mr. Rhoades moved to approve the following requests; motion seconded by Mrs. Delaplane and all voted YEA.

#414-5308.538000 (MANDATORY)  
Attending: Winning the Workforce War/March 17, 2016/Piqua, OH/Sarah Brubaker  
Registration: \$25.00/Estimated total for meeting: \$25.00  
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#414-5308.538000 (MANDATORY)  
Attending: Winning the Workforce War/March 17, 2016/Piqua, OH/Tiffany Thomas  
Registration: \$25.00/Estimated total for meeting: \$25.00  
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#152-5100.532000 (MANDATORY)  
Attending: CSEA Spring Symposium/April 10-12, 2016/Dublin, OH/Angel Shiverdecker  
Lodging: \$270.00/Meals: \$105.00/Estimated total for meeting: \$375.00  
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#152-5100.532000 (MANDATORY)  
Attending: CSEA Spring Symposium/April 10-12, 2016/Dublin, OH/Rhonda McKinniss  
Lodging: \$270.00/Meals: \$105.00/Estimated total for meeting: \$375.00  
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#001-1300.532000 (NECESSARY)  
Attending: OSBA District 2 Annual mtg./April 14, 2016/Dayton, OH/Jesse J. Green  
Transportation: \$36.00/Parking: \$25.00/Meals: \$35.00/Registration: \$75.00/Estimated total for meeting: \$171.00  
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#001-1300.532000 (NECESSARY)  
Attending: OSBA District 2 Annual mtg./April 16, 2016/Dayton, OH/Margaret B. Hayes  
Transportation: \$36.00/Parking: \$25.00/Meals: \$35.00/Registration: \$75.00/Estimated total for meeting: \$171.00

**IN THE MATTER OF PAY INS**

Pay In#084575	Received of Commissioners	Co. Farm-1 <sup>st</sup> '16 payment-North & South Farm (Drew)	\$26,768.13
Pay In#084558	Received of Commissioners	Co. Health Ins.-employer share	\$251,072.07
Pay In#084557	Received of Commissioners	Co. Airport-hangar rent – March for Hittle	\$95.00
Pay In#084596	Received of Commissioners	Co. Health-February COBRA	\$1,863.11

**IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS**

\*\*Erik Martin w/Daily Advocate: During the motion for approving R-63-2016, Commissioner Stegall asked for any comments before passing the Resolution; various attendees, including the Commission Board, spoke regarding the process etc. of this project. Mr. Martin had several questions for the Board. (All discussion can be heard on .mp3 file dtd. 031616)

\*\*DC Citizen Fred Dean: Wanted to know why the two (2) employees from the Pros. Atty.'s couldn't ride together to save money? The Commissioners advised that a lot of times they do try to but evidentially this time they could not.

MRS. DELAPLANE MOVED TO ADJOURN; SECONDED BY MR. RHOADES AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:52 P.M.

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MICHAEL E. STEGALL

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ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

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DIANE L. DELAPLANE

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PATRICIA S. HARTER, ASSISTANT CLERK/SECY.

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MICHAEL W. RHOADES,  
BOARD OF DARKE CO. COMMISSIONERS

**IN THE MATTER OF FURTHER DISCUSSION BY THE BOARD**

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

\*\*Commissioners Stegall and Delaplane, along with CDGC Jeff Marshall & Consultant Phil Snyder, all met with various members of the Housing Advisory Committee (HAC).