

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; John Cook, Business Administrator; Erik Martin w/Daily Advocate; Susan Hartley w/Earlybird; & Alex Mikos w/TIGER Radio; and DC Citizen Fred Dean.

Minutes of Monday, April 11, 2016: Mrs. Delaplane moved to approve the minutes as read; seconded by Mr. Rhoades and all voted YEA.

IN THE MATTER OF RESOLUTION (R - 84 - 2016) EXAMINATION AND ALLOWANCE OF BILLS

County Bills Approved

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

The attached vouchers dated April 13, 2016 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 208,070.99; Outside General Funds \$ 72,608.94; for a Grand Total of \$ 280,679.93; are hereby approved for payment.

Michael E. Stegall

Diane L. Delaplane

Michael W. Rhoades
Board of Darke County Commissioners

IN THE MATTER OF RESOLUTION (R-85-2016) TRANSFER OF APPROPRIATIONS (DARKE CO. COMMISSIONERS/VEHICLE MAINTENANCE, SHERIFF & SOLID WASTE)

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/Vehicle Maint.: Need addtl. For uniform allowance; & addtl. needed to cover supplies

\$ 500.00	Other Clothing	#001-1511.521010	Uniform Allowance	#001-1511.521000
\$ 2,000.00	M & Eq./Supplies & Parts	#001-1511.520080	Vehicle Supplies & Parts	#001-1511.522020

DC Sheriff: Need for contract increase (P & R Communications)

\$ 8,000.00	Gasoline	#001-6010.522000	Communications Equip. Maint.	#001-6020.536040
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DC Solid Waste: Adjusting amounts for Rumpke

\$ 500.00	Trash Hauling	#610-3020.538110	Other Utilities	#610-3020.531050
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Mrs. Delaplane moved; and Mr. Rhoades seconded the resolution and all voted as follows:

Michael E. Stegall YEA

Diane L. Delaplane YEA

Michael W. Rhoades YEA
Board of Darke County Commissioners

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

IN THE MATTER OF INTER-LOCAL AGREEMENT BETWEEN THE RANDOLPH COUNTY HIGHWAY DEPT. AND DARKE COUNTY HIGHWAY'S DEPT. FOR MATERIALS AND STORAGE CHARGES FOR THE YEAR 2016

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

Whereas, the Darke County Highway Department has requested from the Randolph County Highway Department and the Randolph County Highway Department have agreed to furnish asphalt material (AE-90) for the year of 2016, both governing bodies have entered into this agreement.

In the past, Randolph County has furnished these materials to Darke County Highway Department and other governmental agencies that request this service, at the price the County was charged for the product, plus a \$0.05 a gallon for storage and maintenance of said products.



Darke County Commissioner



Darke County Commissioner



Darke County Commissioner

(SIGNATURES FROM RANDOLPH Co. COMMISSIONERS CAN BE SEEN IN CONTRACT/ENGINEER FILES AFTER RECEIVED)

IN THE MATTER OF VEHICLE MAINTENANCE AGREEMENT BY AND BETWEEN DARKE COUNTY, OHIO AND CITY OF GREENVILLE, OHIO

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

WHEREAS, the PARTIES hereto desire to enter into this Agreement for their mutual benefit and hereby acknowledge that the mutual promises contained herein constitute good and valuable consideration.

WITNESSETH:

COUNTY maintains, services, and repairs vehicles and equipment at its County Vehicle Maintenance Facility located at 5680 Meeker Rd., Greenville, Ohio and desires to contract with CITY to provide such services to CITY, and

CITY desires to contract with COUNTY for maintenance, service and repair of CITY Police vehicles, and

All of the above shall be provided in accordance with the terms as set forth herein.

SECTION I

Preventive Maintenance, Mechanical Maintenance, Repairs, and General Service of City Police Vehicles

- A. Preventive maintenance and repairs performed will be in compliance with Federal Motor Carrier Regulations. COUNTY will provide routine preventive maintenance and repair of engines, drive trains, mechanical parts, and accessories according to the rates as established in Section IV of this Agreement. Examples of services and repairs available by the COUNTY include maintenance and rebuild/repair/replacement of all vehicle components such as, but not limited to:
 - 1. Lubricants, fluids and filters
 - 2. Brakes
 - 3. Electrical systems
 - 4. Mufflers and exhaust systems
 - 5. Engine blocks and heads
 - 6. Alternators, starters, air compressors and other engine components
 - 7. Transmissions, drive trains and differentials, alignment, steering and suspensions
 - 8. Controls, gauges and interiors
 - 9. Tire repair, replacement, rotation and balancing
 - 10. Annual Inspections
 - 11. Brake Inspections and adjustments

- B. All service outsourcing will be authorized and coordinated through CITY.
- C. CITY shall determine its vehicle maintenance schedule and will ensure that CITY vehicles covered by this agreement are made available for service at the dates and times that shall be mutually agreed upon and coordinated between CITY and COUNTY. CITY will provide copies of all available shop manuals and vehicle maintenance records requested by COUNTY.
- D. CITY shall work with COUNTY to coordinate, schedule and deliver vehicles for service.
- E. COUNTY will keep a complete record of service for each CITY vehicle.

SECTION II

Consideration of City Services to County

- A. CITY, as may be mutually agreed to with COUNTY, shall provide certain administrative and information system services to COUNTY. Such services may include vehicle maintenance records, recall notices, vehicle manuals, inventory/purchasing records and any vehicle operating data analysis appropriate to maintaining CITY vehicles.
- B. Such services may be extended to CITY when needed by COUNTY for record keeping purposes. Maintenance record updates will also be provided by COUNTY to CITY upon request of the CITY designee.
- C. Prior to providing services, costs for requested additional data services over and above traditional associated services shall be negotiated between the parties.
- D. CITY will pay for all services provided pursuant to this Agreement.

SECTION III

Rates, Charges and Billings

- A. COUNTY will bill and CITY will pay as follows:
 - 1. **Hourly Rate for Service:** Shop rates will be set by the COUNTY based on wages, benefits, and overhead costs, and approved by the County Commissioners. The hourly shop rates are **Routine Maintenance \$35 and Mechanical/Electrical Repair \$70. The minimum repair time billed will be a quarter (.25) of an hour.**
The following will be considered flat rate billing:
 - Labor for lube/oil/filter - \$7.50**
 - Labor to mount tire/balance - \$12.00 per tire**
 - Labor to patch tire - \$20.00**
 - Labor to rotate tires - \$14.50**
 - Labor to rotate and balance four tires - \$40.00**
 - Labor to replace front brakes - \$70.00**
 - Labor to replace rear brakes - \$70.00**
 - Labor to service transmission - \$70.00**The shop rates shall be reviewed annually and adjusted accordingly based upon prior year expenditures. This review and adjustment will occur no later than January 1st of each year.
 - 2. **Parts/Fluids/Lubricants:** In addition to the product cost, a **fifty percent (50%)** markup will be assessed on all billings for all parts, fluids and lubricants purchased by COUNTY and supplied to CITY. **Parts, fluids and lubricants will not be billed higher than the suggested retail price. Tires will be billed at state contract pricing as long as the COUNTY is able to purchase at state contract pricing.** No fees will be charged for parts purchased by CITY and delivered to the County Vehicle Maintenance Facility.
- B. At the end of each week COUNTY shall deliver to CITY an itemized invoice showing all work performed. The invoice shall list the amount owed for each vehicle serviced by COUNTY. CITY shall make payment in full in its normal course of business during the month following the billing.

SECTION IV

Liability, Insurance and Hold Harmless Agreement

- A. CITY shall hold harmless, indemnify and defend COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of CITY or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that CITY's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of COUNTY, its officers, officials, employees or agents.

AGREEMENT (CONT.)

In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of CITY, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CITY or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that CITY expressly waives any immunity CITY might have had under such laws. **By executing this Agreement, CITY acknowledges that the foregoing waiver has been mutually negotiated by the parties. CITY's obligations under this Section [IV] shall survive termination and expiration of this Agreement.**

- 2 -

CITY's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by CITY, its employees, agents or subcontractors.

- B. COUNTY shall not be held liable for damage caused by vandalism, theft, or accidental damage caused to any CITY property.
- C. County Risk Sharing Authority (CORSA) provides COUNTY with comprehensive property and liability coverage and CITY is insured by Claffelter Public Practice. The parties further agree that when a claim arises, they will work with their respective insurers to determine 1st and 2nd position in coverage. CITY will provide evidence of coverage to COUNTY from their insurance management agency or private insurer on an annual basis and such coverage should name COUNTY as an additional insured for activities related to the County Vehicle Maintenance Facility operations.
- D. COUNTY and CITY shall obtain and keep in force, during the full term of this Agreement, the following insurance coverage:
 - 1. Evidence of coverage for General Liability to include Bodily Injury/Property Damage and Personal Injury/Advertising Injury for minimum limits of:

Bodily Injury/Property damage	\$1,000,000.
Personal Injury/Advertising Injury	\$1,000,000.
Automobile Liability per Accident	\$1,000,000.
 - 2. A letter of Evidence of Coverage shall be provided by each entity within two (2) weeks after the execution of this Agreement evidencing proof of coverages in accordance with this Agreement.
- E. COUNTY and CITY insurers shall agree to provide a thirty-day (30) written notice of cancellation or substantial change in coverage if such a change occurs.
- F. CITY, its employees, agents, and representatives are not employees, agents, or representatives of COUNTY.

SECTION V

Termination, Renegotiation, and Continuation of Term of Agreement

- A. This Agreement may be terminated at any time by either party upon the service of notice of intent to terminate not later than thirty (30) days prior to the desired date of termination.
- B. No amendment or modification shall be made to this Agreement, unless set forth in a written amendment signed by both parties.
- C. The term of this Agreement shall be from January 1, 2016 until December 31, 2016.

SECTION VI

Contract Administration

- A. Financing and Budget: Each party shall be solely responsible for its own budget and arrangement for financing performance of this Agreement. No joint financing or budget is required by the Agreement, except as set forth in this Agreement.
- B. Administration: This Agreement, subject always to the approval and direction of the Board of County Commissioners and the City of Greenville, shall be administered by the following persons acting on behalf of each party:

For Darke County
Business Administrator
520 S. Broadway, Greenville, OH 45331
Phone: 937-547-7302

For City of Greenville
Safety Service Director
100 Public Square, Greenville, OH 45331
Phone: 937-547-1819

No joint board or single administrator is necessary to administer this Agreement or the performance thereof.

AGREEMENT (CONT.)

- C. Filing of Agreement: After the Agreement has been fully executed, a signed original copy of this Agreement will be duly filed with each respective body.
- D. Severability: If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall not be affected thereby, but shall continue in full force and effect.
- E. Applicable Law Venue: The laws of the State of Ohio shall govern this Agreement. Venue for any action hereunder shall be in Darke County, Ohio.
- F. Term: the terms of this Agreement shall be effective from the date executed by the parties and remain in effect thereafter as noted in Section VII.
- G. Entire Agreement: The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

SECTION VII

Execution

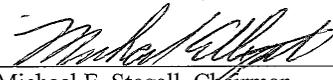
IN WITNESS WHEREOF, the parties have hereunto set their hands.

For Darke County:

For City of Greenville:

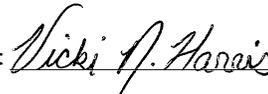
Darke County Board of Commissioners





Date 4-11-2016



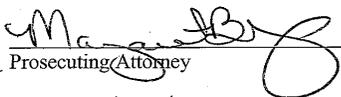
Attest: 



Date 4/13/16

Approved as to form:

Approved as to form:


Crest Prosecuting Attorney



Date 4/11/16

Date 4/11/16

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

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

#001-6010.532010 (MANDATORY)

Attending: Basic Corrections Officer Academy/April 13-May 6, 2016/Greene County/Dep. Fred Roll & Dep. Arron Wood
Meals: \$35.00 x 18 days x 2 employees/Registration: \$400.00 x 2/Estimated total for meeting: \$2,060.00

IN THE MATTER OF PAY INS

Pay In#085014	Received of Commissioners	Co. Airport-Hangar rent – April	\$60.00
Pay In#085032	Received of Commissioners	Co. Zoning-2 nd qtr. 2016 – Neave, Twin & Harrison Twps.	\$900.00
Pay In#085075	Received of Commissioners	Co. Zoning-2 nd qtr. 2016 – Adams Twp.	\$300.00

IN THE MATTER OF PRELIMINARY LEGISLATION – RESOLUTION (R-86-2016) – BETWEEN THE BOARD OF COUNTY COMMISSIONERS, LOCAL PUBLIC AGENCY (LPA), AND THE OHIO DEPT. OF TRANSPORTATION TO COMPLETE THE NORTH CENTER ST. BRIDGE PROJECT IN VERSAILLES, OHIO

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

SECTION I - Project Description

WHEREAS, the LPA has identified the need for the described project:

The rehabilitation of the deficient North Center Street Bridge, Structure File Number 1958038, in Darke County, Ohio. Said project is further identified as DAR M650 18.14.

LEGISLATION CONT.)

NOW THEREFORE, be it ordained by the Board of County Commissioners of Darke County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to assume and bear one-hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid and State funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration; U.S. Department of Transportation. In addition, the County agrees to assume and bear one-hundred percent (100%) of the cost of Preliminary Engineering and Right-of-Way, excluding in-house preliminary engineering and Right-of-Way charges incurred by the State.

The County further agrees to assume and bear one-hundred percent (100%) of the cost of those features requested by the County, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also

PID No. 95323

understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and, (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The County Engineer of said County of Darke is hereby empowered on behalf
(Contractual Agent)
of the Board of County Commissioners to enter into contracts with ODOT prequalified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the County Engineer is also empowered to assign all
(Contractual Agent)
rights, title, and interest of Darke County to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further, the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consult contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Passed: April 13, 2016
(Date)

Attested: <u>Robin Blinn</u> (Clerk)	Commissioners of Darke County, Ohio <u>Michael K. Kelly</u>
Attested: <u>Robin Blinn</u> (Clerk)	<u>Quinn R. Delaplane</u>
Attested: <u>Robin Blinn</u> (Clerk)	<u>Michael K. Kelly</u>

This Resolution is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO

Board of County Commissioners of Darke County, Ohio

I, Robin Blinn, as Clerk of the Board of County Commissioners of Darke County, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution adopted by the legislative Authority of the said Board of County Commissioners on the 13th day of April, 2016, that the publication of such Resolution has been made and certified of record according to law; that no proceedings looking to a referendum upon such Resolution have been taken; and that such Resolution and certificate of publication thereof are of record in Journal 52, Page 129.
(Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 13th day of April, 2016.

Robin Blinn
Clerk

Board of County Commissioners of Darke, Ohio.

(SEAL)
(REQUIRED or Letter stating No Seal)

The foregoing is accepted as a basis for proceeding with the project herein described for the Board of County Commissioners of Darke County, Ohio

(SIGNATURES FROM ODOT CAN BE SEEN IN THE 2016 RESOLUTION OR ENGINEER'S FILES WHEN RECEIVED)

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

**Erik Martin w/Daily Advocate: Wanted to know if that 'Preliminary Legislation' was with the Ohio Dept. of Transportation, and is the project the bridge in Versailles? The Commissioners advised that it was. They explained that the Darke Co. Engineer Jim Surber came over to explain the situation between both parties, the County & ODOT, and that the ODOT & Village of Versailles made a mistake and that this legislation is correcting it.

**Fred Dean – DC Citizen: Had a question for the Commission Board regarding the Agreement that was signed that was between the Randolph Co. & Darke Co. Highway Garages. What exactly is that Agreement for? The Commissioners explained that the two (2) Departments get together and decide how much materials are needed for repairs to each parties' roadways and that way they can purchase more materials for less money, and then Randolph Co. stores the materials for Darke Co., at a small cost.

MR. RHOADES MOVED TO ADJOURN; SECONDED BY MRS. DELAPLANE AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:42 P.M.

MICHAEL E. STEGALL

ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

DIANE L. DELAPLANE

PATRICIA S. HARTER, ASSISTANT CLERK/SECY.

MICHAEL W. RHOADES,
BOARD OF DARKE Co. COMMISSIONERS

IN THE MATTER OF FURTHER DISCUSSION BY THE BOARD

**Commissioner Rhoades attended the Darke Co. CIC Executive Board meeting.

**Commissioners Stegall & Delaplane, along with Jeff Marshall, CDGC, and Phil Snyder, Consultant for the County, met for the 2nd Public Hearing Regarding PY 2016 CHIP Funding.

**Commissioners Stegall & Delaplane, along with Business Administrator John Cook, met with Susan Laux, Consultant, from Key Engineering, regarding various updates on the County Airport's – project funding. (Commissioner Rhoades joined the meeting late)

**All Commissioners and Business Administrator John Cook met with Bill Bradish, of Palmer Energy, regarding energy updates.

**Commissioners Stegall & Delaplane, along with Business Administrator John Cook, attended a 'Legislative' Briefing in Columbus, OH.