

WEDNESDAY, MAY 11, 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 Michael W. Rhoades; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; Krista Fourman, Director of Darke Co. Solid Waste; Erik Martin w/Daily Advocate; Susan Hartley w/Earlybird; and Alex Mikos w/TIGER Radio.

Minutes of Monday, May 9, 2016: Mrs. Delaplane moved to approve the minutes as read; motion seconded by Mr. Stegall and both voted YEA.

**IN THE MATTER OF RESOLUTION (R-117-2016) 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 May 11, 2016 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 69,458.65; Outside General Funds \$ 205,877.63; for a Grand Total of \$ 275,336.28; are hereby approved for payment.

Board of Darke County Commissioners

Michael Stegall

Diane Delaplane

Michael W. Rhoades  
Board of Darke County Commissioners

**IN THE MATTER OF 2016 MARKET DEVELOPMENT GRANT AGREEMENT BTWN THE DIRECTOR OF THE OHIO ENVIRONMENTAL PROTECTION AGENCY AND DARKE COUNTY SOLID WASTE FOR EQUIPMENT PURCHASE AT WHIRLPOOL/KITCHEN AID FACILITY**

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

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2016 Market Development Grant, hereinafter referred to as the 2016 MDG; and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 further authorizes the director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2016 MDG Managers Manual and the 2016 MDG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2016 MDG funds in the amount of **\$44,433.60** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The Agency hereby awards to the Grantee a grant not to exceed **\$44,433.60**, for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The Grantee agrees to maintain and expend the required match, detailed in the Grantee's application.
- II. The Agency shall pay to the Grantee, subject to cash availability, fifty percent (50%) of its total grant award, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.

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**MARKET AGREEMENT (CONT.)**

- XIV. Implementation of the approved 2016 MDG project as outlined in the Grantee's 2016 MDG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **July 1, 2016**, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.
- XV. This Agreement shall remain in effect until **June 30, 2018**. The Agency reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancellable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall no claim for, additional compensation against the Agency by reason of such termination.

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The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **July 1, 2016**, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

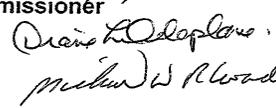
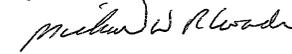
**Grantee:** Darke County Solid Waste

**Cooperating Enterprise:** Kitchen Aid  
(Not a party to this agreement)

**Award:** \$44,433.60

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

**Grantee Signature**

Signed:  Date: 5/11/16  
Authorized Official: **Michael E. Stegall, County Commissioner**  
Darke County Solid Waste   


***(ENTIRE GRANT AGREEMENT CAN BE SEEN IN FULL IN THE COUNTY COMMISSIONERS AND/OR SOLID WASTE 2016 DEPT. FILES)***

**IN THE MATTER OF 2016 MARKET DEVELOPMENT GRANT AGREEMENT BTWN THE DIRECTOR OF THE OHIO ENVIRONMENTAL PROTECTION AGENCY AND DARKE COUNTY SOLID WASTE FOR TIRE RECYCLING EVENT**

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

WITNESSETH THAT:

WHEREAS the **Grantee**, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the **Agency** for program funding to implement a 2016 Litter Management Grant, hereinafter referred to as the 2016 LMG; and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 further authorizes the director to enter into this agreement; and

WHEREAS the **Grantee** agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the **Grantee's** 2016 LMG Managers Manual and the 2016 LMG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2016 LMG funds in the amount of **\$25,000.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The **Agency** hereby awards to the **Grantee** a grant not to exceed **\$25,000.00**, for the purpose of implementing the project detailed in the **Grantee's** application. Costs incurred by the **Grantee** for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application will not be reimbursed by the **Agency**. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The **Grantee** agrees to maintain and expend the required match, detailed in the **Grantee's** application.
- II. The **Agency** shall pay to the **Grantee**, subject to cash availability, fifty percent (50%) of its total grant award, to be used for project costs according to the **Grantee's** approved budget as contained in the Grantee's application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.

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- XIV. Implementation of the approved 2016 LMG project as outlined in the **Grantee's** 2016 LMG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **July 1, 2016**, whichever is later. The **Agency** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement.

MARKET AGREEMENT (CONT.)

XV. This Agreement shall remain in effect until June 30, 2017. The Agency reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancellable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall no claim for, additional compensation against the Agency by reason of such termination.

\*\*\*\*\*

The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or July 1, 2016, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Darke County Solid Waste
Award: \$25,000.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

Signed: [Signature] Date: 5/11/16
Authorized Official: Michael E. Stegall, Commissioner
Darke County Solid Waste
[Signature]
[Signature]

(ENTIRE GRANT AGREEMENT CAN BE SEEN IN FULL IN THE COUNTY COMMISSIONERS AND/OR SOLID WASTE 2016 DEPT. FILES)

IN THE MATTER OF 2016 MARKET DEVELOPMENT GRANT AGREEMENT BTWN THE DIRECTOR OF THE OHIO ENVIRONMENTAL PROTECTION AGENCY AND DARKE COUNTY SOLID WASTE FOR "KEEP OHIO BEAUTIFUL"

Mrs. Delaplaine moved to approve the signing of the following grant agreement; motion seconded by Mr. Rhoades and all voted YEA.

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2016 Litter Management Grant, hereinafter referred to as the 2016 LMG; and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 further authorizes the director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2016 LMG Managers Manual and the 2016 LMG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2016 LMG funds in the amount of \$3,500.00 have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The Agency hereby awards to the Grantee a grant not to exceed \$3,500.00, for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The Grantee agrees to maintain and expend the required match, detailed in the Grantee's application.
II. The Agency shall pay to the Grantee, subject to cash availability, fifty percent (50%) of its total grant award, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.

\*\*\*\*\*

XIV. Implementation of the approved 2016 LMG project as outlined in the Grantee's 2016 LMG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or July 1, 2016, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.

XV. This Agreement shall remain in effect until June 30, 2017. The Agency reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancellable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall no claim for, additional compensation against the Agency by reason of such termination.

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**MARKET AGREEMENT (CONT.)**

The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **July 1, 2016**, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Darke County Solid Waste District

Award: \$3,500.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

**Grantee Signature**

Signed: Michael E. Stegall Date: 5/11/16  
Authorized Official: Michael E. Stegall, Drake County Commissioner  
Darke County Solid Waste District Quinn K. Delaplane

Michael W. Rhoades

***(ENTIRE GRANT AGREEMENT CAN BE SEEN IN FULL IN THE COUNTY COMMISSIONERS AND/OR SOLID WASTE 2016 DEPT. FILES)***

**IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (DARKE CO. SOLID WASTE, MUNICIPAL COURT & SHERIFF)**

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

#610-3020.532000 (RECOMMENDED)

Attending: 2016 OALPRP Summer Conf./June 22-24, 2016/Athens, OH/Krista Fourman  
Lodging: \$405.00/Meals: \$140.00/Registration: \$115.00/Estimated total for meeting: \$660.00  
\*\*\*\*\*

#001-2600.532000 (NECESSARY)

Attending: Assoc. of Municipal/County Judges of Ohio/May 12, 2016/Grove City, OH/Judge Julie Monnin  
Transportation: \$92.00/Estimated total for meeting: \$92.00  
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#001-6020.532000 (RECOMMENDED)

Attending: National Emergency Number Assoc./June 13-15, 2016/Indianapolis, IN/911 Coord. Melissa Hawes & IT Ross Roberts  
Parking: \$126.00/Lodging: \$440.00 x 2/Meals: \$105.00 x 2/Registration: \$774.00 x 2/Estimated total for meeting: \$2,764.00

**IN THE MATTER OF RESOLUTION (R-1 18-2016) TRANSFER OF APPROPRIATIONS (DARKE CO. COMMISSIONERS/VEHICLE MAINTENANCE DEPT.)**

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:

**Comm.'s:** Transfer funds to cover services done on vehicles (outside of the Veh. Maint. Dept.)

\$ 3000.00	Salary P.T.	#001-1511.510030	Vehicle Maint.	#001-1511.536020
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Mrs. Delaplane moved; and Mr. Rhoades seconded the resolution and all voted as follows:

Michael E. Stegall (YEA)

Quinn K. Delaplane (YEA)

Michael W. Rhoades (YEA)  
Board of Darke County Commissioners

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

**IN THE MATTER OF DARKE COUNTY AIRPORT HANGAR LEASE AGREEMENT BETWEEN THE BOARD OF DARKE COUNTY COMMISSIONERS AND MICHAEL THEN FOR HANGAR #B5 AT THE DARKE COUNTY AIRPORT**

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

1. **TERM:** This Agreement shall commence on 1st day of January , 2016 and remain in effect for a period of twelve (12) months. Thereafter this Agreement shall continue in effect from month to month.
2. **RENT:** LESSEE shall pay LESSOR \$90.00 per Month, payable in advance not later than the first day of each month. There will be a \$20.00 late fee assessed for Rental payments received or postmarked later than the 10th of the month. There will be a \$35.00 fee assessed to the LESSEE if any check, given by the LESSEE for any payment due, is dishonored by the institution on which the check is drawn. LESSEE shall be offered a 5% discount for prepayment of 6 months' rent.

HANGAR LEASE (CONT.)

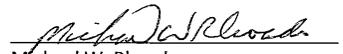
- 3. DEPOSITS: A deposit of one month's rent shall be made by the LESSEE at the time this Lease Agreement is signed. *(for LESSEE already occupying a hangar, a deposit will not be required)*
- 4. PREMISES: Premises leased under this Agreement shall be designated HANGAR # B5.

**(ITEMS 5 THRU 14 CAN BE SEEN IN FULL IN THE 2016 CONTRACT AND/OR AIRPORT FILE)**

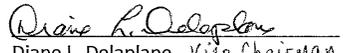
- 15. ACKNOWLEDGMENT: The execution of LESSEE'S signature on this Agreement acknowledges LESSEE'S agreement to abide by the Rules and Regulations of Darke County Airport as well as with the terms and conditions of this agreement.

LESSOR:  
 Darke County Board of Commissioners  
 520 South Broadway  
 Greenville, Ohio 45331

(937) 547-7370

  
 Michael W. Rhoades

  
 Michael E. Stegall, Chairman

  
 Diane L. Delaplane, Vice Chairman

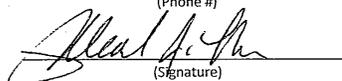
LESSEE:

Michael THEN  
 (Name)

3113 Gearhart Road  
 (Address)

Troy Ohio 45373  
 (City, State, Zip)

937, 269-6857  
 (Phone #)

  
 (Signature)

Michael J. Then  
 (Print Name)

**IN THE MATTER OF PROCLAMATION FOR THE 17<sup>TH</sup> YEAR ANNIVERSARY FOR GREENVILLE FARM POWER OF THE PAST, HELD AT THE DARKE COUNTY FAIRGROUNDS, ON JULY 7, 8, 9 & 10, 2016**

WHEREAS, THE Greenville Farm Power of the Past, Inc. will hold its annual equipment show at the Darke County Fair Grounds on July 7, 8, 9 & 10, 2016.

WHEREAS, this year we are featuring the John Deere line of farm equipment and antique gas engines. John Deere made tillage, planting and harvesting equipment, as well as industrial and construction equipment, lawn and garden, snow blowers, bicycles and snowmobiles.

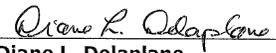
WHEREAS, we are hosting the Midwest Regional Hot Air Engine Expo. Hot air engines work on the principle of air expansion and contraction using only a small amount of fuel for a heat source.

WHEREAS, the festivities include flea markets, camping, food vendors, threshing, corn shredding, sawmill operations, chainsaw carving, antique tractors, gas engines, garden tractors, antique auto, truck, & motorcycle displays. Also, kiddie tractor pulls, kiddie coin scramble, pumpkin vine railroad, women's activities and Sunday Church Services at 9:15 am; and

WHEREAS, on Sunday, July 10, there will be a car show and cruise-in.

RESOLVE, AND DO HEREBY PROCLAIM,  
 July 7, 8, 9 & 10, 2016 (Thursday thru Sunday) as:

GREENVILLE FARM POWER OF THE PAST, INC. DAYS  
 at the Darke County Fair Grounds and urge the residents to extend a hand of friendship and fellowship to our visitors and wishes for a successful show.

  
 Diane L. Delaplane

  
 Michael W. Rhoades

  
 Michael E. Stegall  
 DARKE COUNTY  
 BOARD OF COMMISSIONERS

**IN THE MATTER OF PAY INS**

Pay In#085596	Received of Commissioners	Co.-Vehicle Claim for Sheriff (from State Farm)	\$1,122.19
Pay In#085613	Received of Commissioners	Co.-Charges for Service (vehicle) – A.Prob., Coroner & Animal Shelter	\$102.26

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

\*\*Erik Martin w/ Daily Advocate: Had a questions regarding the hangar lease at the Darke County Airport. Is this lease a new one or is it taking 1 of the 9 that received a cancellation notice for unpaid monthly charges? The Commissioners advised that it is a new lease for the Airport.

\*\*Susan Hartley w/ Earlybird: Had a questions regarding the Market Grant for Whirlpool. What exactly is that grant for and is it a matching one? Miss Krista Fourman advised her that it is for equipment (bailer) for use on all recycled products at the plant. This is a matching grant of 50/50.

\*\*Alex Mikos w/TIGER Radio: Had a question regarding the three (3) grant awards from the OH EPA. Are these new grants or have we received money from them before? Director Fourman advised him that these grants have been available for years but when you apply you never know if you are going to receive any, 1, 2 or maybe even 3 like we did this year.

**MR. RHOADES MOVED TO ADJOURN; SECONDED BY MRS. DELAPLANE AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:45 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**

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

\*\*Commissioner Delaplane attended a 'Seminar' that was presented by the Darke Co. Juvenile Court in the am.

\*\*Commissioner Stegall attended a Solid Waste Policy Board meeting held at the DC Solid Waste Office.