

MONDAY, JUNE 6, 2016

THE BOARD OF DARKE COUNTY COMMISSIONERS MET IN REGULAR SESSION AT 1:30 P.M. WITH MEMBERS PRESENT: Commissioner Chairman Michael E. Stegall and Vice Chairman Diane L. Delaplane; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; John Cook, Business Administrator; Gracie Overholser, Director of JFS; Susan Hartley w/Earlybird; Erik Martin w/Daily Advocate; Alex Mikos w/TIGER Radio; and Darke Co. Citizens Rick Perdue and Fred Dean.

ABSENT: Commissioner Michael W. Rhoades

Minutes of Wednesday, June 1, 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-138-2016) EXAMINATION AND ALLOWANCE OF BILLS

County Bills Approved

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

The attached vouchers dated May 26, June 1 & 6, 2016 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$1,800.00 + \$3,367.50 + \$16,150.82; Outside General Funds \$124,343.63; for a Grand Total of \$ 145,661.95; are hereby approved for payment.

Michael Stegall

Diane L. Delaplane

Absent
Board of Darke County Commissioners

IN THE MATTER OF RESOLUTION (R-139-2016) BIDS FOR MICHAEL RESOURCE TREATMENT CENTER (MRTC) PARKING LOT RENOVATION

Mrs. Delaplane moved to approve the following "Letter of Recommendation" from Darke Co. Job & Family Services Director to award the paving project to Walls Bros. Asphalt Co., the low bidder; motion was seconded by Mr. Stegall and both voted YEA.

Be it KNOWN and RESOLVED that Michaels Resource and Treatment Center received 3 sealed bids (see attached) for increasing the size of the parking lot at 1115 E. Main St., Greenville, Ohio as follows:

Walls Bros. Asphalt Co., Inc.	\$16,524.11
Freisthler Paving Inc.	\$19,757.00
Wagner Paving, Inc.	\$19,965.00

and is recommending the selection of Walls Bros. Asphalt Co., Inc. at a cost of \$16,524.11.

Approved:
Michael Stegall
Diane L. Delaplane
Absent
Darke County Commissioners

Date: 6/6/16

IN THE MATTER OF RESOLUTION (R-140-2016) APPROVING THE RECOMMENDATION OF DARKE COUNTY JOB & FAMILY SERVICES DIRECTOR FOR PURCHASE OF VEHICLE (PER STATE BID SPECIFICATIONS)

Mrs. Delaplane moved to approve the purchase of the 2016 Ford Fusion from Dave Knapp Ford, of Greenville, OH, the apparent low bidder; motion was seconded by Mr. Stegall and both voted YEA.

Be it KNOWN and RESOLVED that Darke County Job and Family Services, using the State Bid specification sheet for a 2016 Ford Fusion, and the awarded contract for this vehicle by the State, (see attached) with the following prices:

Middletown Ford	\$17,773.39 (awarded state contract)
Dave Knapp Ford	\$17,725.00

is recommending the purchase of this vehicle from Dave Knapp Ford (a local vendor providing easy access to service) at a cost of \$17,725.00.

Approved:


 absent

 Darke County Commissioners
 Date: 6/16/16

IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (JOB & FAMILY SERVICES, DARKE CO. ADULT PROBATION, COMMON PLEAS JUDGE & DARKE COUNTY ANIMAL SHELTER)

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

- #155-5300.532000 (MANDATORY)
 Attending: PCSAO Conf. on Managed Care/June 22-24, 2016/Columbus, OH/G.Overholser, S.Ryan, B.James and M. Oconnor
 Lodging: \$260.00 x 4/Meals: \$105.00 x 4/Registration: \$170.00 x 4/Estimated total for meeting: \$2,140.00

- #001-2110.532000 (MANDATORY)
 Attending: Line Officers Training/June 9, 16/Columbus, OH/J. Tabler, K. Linkous, T.Thacker & L. Rosegarten
 Registration: \$80.00 x 4/Estimated total for meeting: \$320.00

- #001-2110.532000 (MANDATORY)
 Attending: Field Officer Safety & Tactics – Part #1/June 17, 16/Warren County/Jeremy Bohn, Luke Rosengarton & Ty Thacker
 Meals: \$35.00 x 3/Registration: \$75.00 x 3/Estimated total for meeting: \$330.00

- #001-2110.532000 (MANDATORY)
 Attending: Field Officer Safety & Tactics – Part II/Sept. 9, 2016/Warren County/Jeremy Bohn & Ty Thacker
 Meals: \$35.00 x 2/Registration: \$75.00 x 2/Estimated total for meeting: \$220.00

- #001-2100.532000 (RECOMMENDED)
 Attending: Judicial Advisory mtg./June 9, 16/Dayton, OH/Judge Jonathan P. Hein
 Transportation: \$36.00/Parking: \$10.00/Meals: \$35.00/Estimated total for meeting: \$81.00

- #142-4400.532000 (RECOMMENDED)
 Attending: OCDWA Summer Conf./July 12-14, 2016/Kelleys Island/Duane Sanning
 Parking: \$35.00/Lodging: \$430.00/Meals: \$105.00/Estimated total for meeting: \$570.00

IN THE MATTER OF RESOLUTION (R-141-2016) DITCH MAINTENANCE FUND TRANSFERS

11-055	57-06	Spencer	\$352.00
11-095	58-02	Stucke-Brandewie-Fellers	\$252.00
11-155	58-10	West Branch	\$1,620.00
11-195	59-02	Lake	\$1,275.00
11-205	59-04	Mud Creek	\$422.50
11-375	64-01	Sheets	\$126.00
11-425	65-04	Jordan	\$757.00
11-475	66-03	Jefferies Lateral	\$620.00
11-515	72-01	Boyd Creek	\$352.00
11-625	77-07	Swamp Creek	\$2,022.00

BOOK 52 PAGE 00212

11-635	77-08	Clemmens	\$350.00
11-745	76-06	Duebner	\$76.00
11-755	76-07	Klemmer	\$222.00
11-795	76-11	Bey	\$398.00
11-875	76-04	Whitewater Waterway--E Fork	\$2,255.00
11-925	76-18	Mississinawa	\$3,935.00
11-935	76-19	Hickle	\$220.00
11-995	77-03	Bridge Creek	\$956.00
12-015	77-13	Indian Creek	\$1,201.00
12-045	77-16	Coppess Lateral	\$346.00
12-055	78-01	Bakerstown-Gigandet	\$1,472.00
12-075	78-06	Hecht	\$352.00
12-085	79-01	Boyd	\$548.00
12-195	81-03	H M Coppess	\$106.00
12-295	82-02	Pansing	\$550.00
12-355	87-01	North Fork--Stillwater River	\$1,742.00
12-405	88-02	Feitshans-Baker	\$910.00
12-545	99-01	Coble (T)	\$33.00
		GRAND TOTAL.....	\$23,470.50

 Mrs. Delaplaine moved the resolution
 and Mr. Stegall seconded the resolution;
 and all voted as follows:
 Michael Kuffel (YEA)
 Qiame R. Delaplane (YEA)
 absent YEA
 DARKE COUNTY COMMISSIONERS

 Robin Blinn
 Robin Blinn
 Admin. Clerk/Secretary

136.3014.591000 - 135.3010.491000

IN THE MATTER OF RESOLUTION (R-142-2016) TRANSFER OF APPROPRIATIONS (DARKE CO. ANIMAL SHELTER, 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:

D & K: Need to pay out vacation time for Tyler Jobes

\$ 2,487.34	Other Operating	#142-4400.538130	Term Vacation	#142-4400.511050
-------------	-----------------	------------------	---------------	------------------

DC Sheriff: Transfer needed for department computer upgrades and to correct previous transfer

\$ 20,000.00	Veh. Maint. & Repair	#001-6010.536020	Mach & Equip. - \$5000.	#001-6010.520160
\$ 20,000.00	Contract Services	#001-6020.533030	Contract Services	#001-6010.533030

DC Solid Waste: for drill bits and wheel for 2 wheeler

\$ 500.00	Safety Supplies	#610-3023.520130	Mach., Equip. & Repair	#610-3023.520160
-----------	-----------------	------------------	------------------------	------------------

 Mrs. Delaplaine moved; and Mr. Stegall seconded the resolution and both voted as follows:

 Michael Kuffel (YEA)

 Qiame R. Delaplane (YEA)

 absent 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 BY AND BETWEEN THE DARKE COUNTY BOARD OF COMMISSIONERS AND JOHN MORAN

Mrs. Delaplane moved to approve the signing of the following Lease; motion seconded by Mr. Stegall and both voted YEA.

This Agreement entered into this 31 day of MAY, 2016 by and between the *Darke County Board of Commissioners*, herein called the "LESSOR", and *John Moran*, herein called the "LESSEE".

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 \$105.00 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.
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 # A10.
5. **UTILITIES AND SERVICES:** LESSOR shall pay charges for utilities and services for electricity and any other utility services furnished to and consumed on the premises by LESSEE.
6. **MAINTENANCE OF PREMISES AND SERVICES TO BE PROVIDED:** LESSOR will maintain the structural components of the hangar including doors and door mechanisms. LESSEE shall be responsible and liable for any damage to the hangar caused by LESSEE'S use including, but not limited to, bent or broken interior walls, damage to floors due to spillage of fuel or oil, and damage to doors and door mechanisms caused by LESSEE'S improper or negligent operation.
7. **LIABILITIES:** LESSOR hereby expressly disclaims any and all liability for damage to the aircraft stored in the hangar unless specifically caused by the LESSOR. LESSEE shall be liable for any damage to LESSOR'S property and/or other stored aircraft arising from LESSEE'S negligence.
8. **INDEMNIFICATION:** LESSEE shall indemnify and hold harmless Lessor, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the LESSEE, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. LESSEE further agrees to defend LESSOR, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceedings seeking recovery as a result of any accident or incident arising out of or in any way connected with the Property.
9. **LIABILITY INSURANCE:** LESSEE shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Property, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Lessee shall carry liability limits not less than \$1,000,000 per occurrence and shall name LESSOR as an Additional Insured. LESSEE shall provide LESSOR proof of coverage.
10. **USE OF PREMISES:** The hangar leased under the terms of this Agreement shall be used exclusively for the storage and care of aircraft owned or leased by the LESSEE. The leased premises shall be used for no other purpose, including but not limited to commercial operations without the expressed written consent of the LESSOR. No flammable or other hazardous materials, other than oils and solvents incidental to the care of the aircraft, shall be stored on the leased premises.
11. **MODIFICATIONS TO PREMISES:** Any improvement or modification by the LESSEE must be approved by the LESSOR in writing prior to the start of the improvement or modification. Any improvement or modification will remain with the hangar upon vacating with no reimbursement to the LESSEE at the discretion of the LESSOR. The LESSOR has the option to require the LESSEE to return the hangar to its original condition at the expense of the LESSEE.
12. **SUBLEASE/ASSIGNMENT:** The hangar leased under the terms of this Agreement shall not be subleased by LESSEE nor shall this lease Agreement be assigned without the expressed written consent of the LESSOR. Storage of aircraft not owned or leased by LESSEE shall be construed as a sublease and unless specifically approved, in writing, by the LESSOR shall be grounds for the termination of this Agreement.
13. **TERMINATION:** This Agreement may be terminated by either party upon 30 days written notice. Notice is considered delivered when deposited in the U.S. Mail addressed to the tenant's address of record with the LESSOR. The LESSOR may terminate this Agreement during the course of a monthly term upon the occurrence of any of the following, which constitute a breach of this lease Agreement by LESSEE:
 - a. Rent is not paid by the last day of any month.
 - b. LESSEE has failed to comply with any condition of this Agreement and has not acted reasonably to correct the deficiency upon written notification by the LESSOR.LESSEE shall have five days to remove the aircraft from the hangar, after which time the LESSOR is specifically authorized to remove the aircraft without further obligation to the LESSEE or liability for the aircraft so removed.

HANGAR LEASE AGREEMENT (CONT.)

- 14. SECURITY: LESSEE agrees to abide by and cooperate with the LESSOR in the enforcement and implementation of applicable Federal, State and Local airport security regulations and measures. Security of the leased premises shall be the responsibility of the LESSEE. LESSOR shall not be liable for theft, vandalism, or pilferage to any items stored in the premises.
- 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
absent
 Michael W. Rhoades, Chairman
Michael E. Stegall
 Michael E. Stegall, Vice Chairman
Diane L. Delaplaine
 Diane L. Delaplaine

LESSEE:
John Moran
 (Name)
11158 Reed Rd
 (Address)
Versailles OH 45382
 (City, State, Zip)
513, 526-3562
 (Phone #)
John Moran
 (Signature)
John Moran
 (Print Name)

IN THE MATTER OF RESOLUTION (R-143-2016) ADOPT THE NEW/UPDATED POSITION DESCRIPTIONS FOR THE DARKE COUNTY ANIMAL SHELTER AND ABOLISH THE EXISTING POSITION DESCRIPTIONS

WHEREAS, the Darke County Board of Commissioners is continually working to maximize efficiencies in operations; and,

WHEREAS, there is the need to update the position descriptions for the Darke County Animal Shelter to better serve the ever-changing requirements of the staff at the Animal Shelter; and,

WHEREAS, four new position descriptions have been prepared for the positions of **Chief Animal Control Officer, Assistant Chief Animal Control Officer, Animal Control Officer, and Animal Control Officer/Kennel Worker**; and,

WHEREAS, the following positions need to be abolished: Animal Control Supervisor, Pound Keeper, and Kennel Worker and the position of Animal Control Officer will be updated with the new position descriptions;

NOW, THEREFORE, the Board of County Commissioners of Darke County, Ohio, does hereby RESOLVE to adopt the updated and new position descriptions for the positions of **Chief Animal Control Officer, Assistant Chief Animal Control Officer, Animal Control Officer, and Animal Control Officer/Kennel Worker** and abolish the positions of Animal Control Supervisor, Pound Keeper, and Kennel Worker.

Mrs. Delaplaine moved the adoption of this resolution; seconded by Mr. Stegall.

Robin Blinn
Robin Blinn
Administrative Clerk/Secretary

Michael E. Stegall YEA
Michael E. Stegall

Diane L. Delaplaine YEA
Diane L. Delaplaine

absent
Michael W. Rhoades

DARKE COUNTY BOARD OF COMMISSIONERS

IN THE MATTER OF CERTIFICATE OF APPOINTMENT OF NEW ANIMAL SHELTER EMPLOYEE (BRITTANY DABE)

Mrs. Delaplaine moved to approve the following Appointment; motion seconded by Mr. Stegall and both voted YEA.

To: Darke County Auditor's Office Payroll Department
