

**MONDAY, JUNE 27, 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 Chair Diane L. Delaplane and Member Michael W. Rhoades; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; John Cook, Business Administrator; Susan Hartley w/Earlybird; Erik Martin w/Daily Advocate; Darke Co. Citizens Fred Dean & Richard Halley; Presentation by Joy Padgett and Bonnie Buthker of the Ohio EPA.

Minutes of Wednesday, June 22, 2016: Mrs. Delaplane moved to approve the minutes as read; motion seconded by Mr. Rhoades and all voted YEA.

**IN THE MATTER OF RESOLUTION (R-160-2016) 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 **June 23 & 27, 2016** for County Bills, including any

"Then & Now" Certificates, in the amount of the General Fund **\$ 26,061.41 (BOE) + \$ 21,341.11;**

Outside General Funds **\$ 31,636.51;** for a Grand Total of **\$ 79,039.03;**

are hereby approved for payment.

Michael Stegall

Diane L. Delaplane

Michael W. Rhoades  
Board of Darke County Commissioners

**IN THE MATTER OF RESOLUTION (R-161-2016) DECLARING EQUIPMENT AS JUNK (DARKE CO. AUDITOR)**

WHEREAS, the **Darke County Auditor** has submitted a letter dated June 24, 2016, requesting disposal of equipment the request reads as follows:

The Darke County Auditor's Office is requesting approval to dispose of the following items:

Acer LCD Monitor – Broken

S/N 62603270940

WHEREAS, this Board of Darke County Commissioners do hereby resolve;

AND DECLARE, this item as "junk", and not useable by the Darke County Auditor's Office;

Mrs. Delaplane moved the passage of this resolution; seconded by Mr. Rhoades; and all voted YEA.

Michael E. Stegall  
Michael E. Stegall

Diane L. Delaplane  
Diane L. Delaplane

Michael W. Rhoades  
Michael W. Rhoades,  
DARKE COUNTY BOARD  
OF COMMISSIONERS

Robin Blinn  
Robin Blinn,  
Administrative Clerk/Secretary

**IN THE MATTER OF LETTER OF SUPPORT TO THE OFFICE OF COMMUNITY DEVELOPMENT SUPPORTING THE HOMELESS CRISIS RESPONSE PROGRAM FOR THE DARKE COUNTY SERVICE AREA**

Mr. Rhoades moved to approve the "Letter of Support"; motion seconded by Mrs. Delaplane and all voted YEA.

Matthew LaMantia, Interim Deputy Chief  
Office of Community Development  
77 South High Street, 26th Floor  
Columbus, Ohio 43215

Dear Mr. LaMantia,

The Board of Darke County Commissioners supports and approves the recommendation of the County Continuum of Care for the Community Action Partnership of the Greater Dayton Area to apply for and Administer the Ohio Development Service Agency Homeless Crisis Response Program for the Darke County Service Area.

Community Action Partnership including Darke County has been active in the Darke County Continuum of Care (CCC) and has a 100% attendance record. The Darke County COC has voted for Community Action Partnership of the Greater Dayton Area to be the Administering Agency for the Homeless Crisis Response Program.

The CAP of Darke County has embraced the Homeless Planning Region concept and has attended and supported all Region 13 meetings. Darke County is joined by CAP of Preble County in support of Region 13 and both, Darke & Preble CAPs, continue to work well with the Region.

We value your ongoing commitment to Ohio's efforts on behalf of the homeless populations we all serve.

Sincerely,

  
**Board of Darke County Commissioners**

**IN THE MATTER OF DARKE COUNTY AIRPORT HANGAR LEASE AGREEMENT**

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

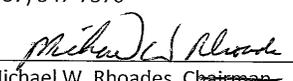
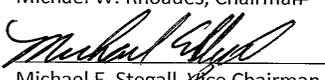
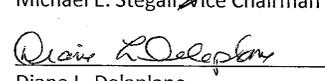
This Agreement entered into this 22 day of MAY, 2016 by and between the **Darke County Board of Commissioners**, herein called the "LESSOR", and **Patrick Ryan** and **Brian Clayton** herein called the "LESSEE".

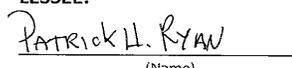
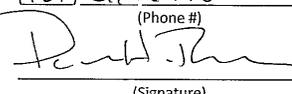
1. **TERM:** This Agreement shall commence on **1st** day of **January**, **2016** and remain in effect for a period of twelve (12) months. Thereafter this Agreement shall continue in effect from month to month.
2. **RENT:** LESSEE shall pay LESSOR **\$155.00 per Month**, payable in advance not later 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 10<sup>th</sup> 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 # E**.
5. **UTILITIES AND SERVICES:** LESSOR shall pay charges for utilities and services for electricity and any other utility services furnished to or 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.

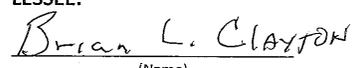
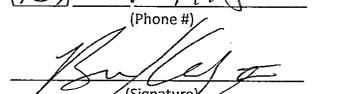
\*\*\*\*\*

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.
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  
  
 Michael W. Rhoades, Chairman  
  
 Michael E. Stegall, Vice Chairman  
  
 Diane L. Delaplaine

**LESSEE:**  
  
 (Name)  
 1630 AMESBURY RD  
 (Address)  
 TROY, OHIO 45373  
 (City, State, Zip)  
 (937) 216-6498  
 (Phone #)  
  
 (Signature)  
 PATRICK H. RYAN  
 (Print Name)

**LESSEE:**  
  
 (Name)  
 3525 LAURELWOOD RD  
 (Address)  
 KETTERING OHIO  
 (City, State, Zip) 45405  
 (937) 361-1118  
 (Phone #)  
  
 (Signature)  
 BRIAN L. CLAYTON  
 (Print Name)

**IN THE MATTER OF RESOLUTION (R-162-2016) SET THE DATES FOR PUBLIC HEARING ON PROPOSED LICENSE TAX**

WHEREAS, The Darke County Board of Commissioners plan to impose a license tax (ORC Section 4504.02) and a supplemental license tax (ORC Section 4504.15) on all motor vehicles in the County of Darke for purposes defined in ORC Section 4504.02; and

\*\*\*\*\*

**RESOLUTION (R-162-2016) CONT.**

**WHEREAS**, Ohio Revised Code Section 4504.02 requires that prior to the adoption of any resolution making such levy that this board conduct at least two public hearings;

**NOW, THEREFORE, BE IT RESOLVED**, that the first of said hearings is hereby scheduled for July 18<sup>th</sup>, 2016 at 2:00 PM.; and that the second hearing is hereby scheduled for July 27<sup>th</sup>, 2016 at 6:00 PM, both of said hearings to be held at the office of the board,

**IT IS FURTHER RESOLVED**, that the clerk of this board be, and she hereby is, directed to immediately cause the publication of notice of such hearings as required by law.

Mr. Rhoades moved the passage of the above resolution; seconded by Mrs. Delaplane

Voted: Mr. Stegall YEA Ms. Delaplane YEA Mr. Rhoades YEA

Robin Blinn  
Robin Blinn, Administrative Clerk/Secretary

Michael E. Stegall  
Michael E. Stegall, Chairman  
Diane L. Delaplane  
Diane L. Delaplane, Vice Chairman  
Michael W. Rhoades  
Michael W. Rhoades

**IN THE MATTER OF PAY INS**

Pay In#086230	Received of Commissioners	Co.-Reimb. for DC BDD share – North-town water	\$2,269.96
Pay In#086233	Received of Commissioners	Co.-Vehicle insurance premium reimb from DC EMA	\$535.32
Pay In#086240	Received of Commissioners	Co.-Vehicle Maint. Dept.-service for MRTC	\$163.75
Pay In#086283	Received of Commissioners	Co.-Reimb. from Vectren (gas regulator rent)	\$240.00
Pay In#086284	Received of Commissioners	Co.-North Farm-tower rental for July (Crown Comm.)	\$912.53
Pay In#086287	Received of Commissioners	Co. Airport-Hangar rent (Riegel,Hocker,Roderer,Moran Tool)	\$853.50

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

\*\*DC Citizen Richard Halley: Voiced a concern regarding the upcoming projects for the Greenville City Schools in the demolition of old school buildings once the K-8 Facility is up and running. He stated that he has been in contact with Miller-Valentine a construction company out of Cincinnati regarding the Jr. High bldg. He stated currently they are doing a project in Eaton with their old school building making apartments etc. for senior citizens. He advised the Board that the Miller-Valentine company would be interested in the facility and that contact has been made to the Greenville School Board. Mr. Halley stated that the Jr-High building is an essential part of the "Historic-Downtown Greenville" that has been promoted in various magazines etc. He advised the Board that he has been in contact with MSG & Visitor's Bureau Directors for a "Letter" to be written to the Greenville School Board regarding the future of the Jr. High Bldg., and that keeping the Jr. High Bldg., which is an "Historic Bldg.", could help continue making "Downtown Greenville" viable for many coming years.

\*\*The Board of Commissioners were addressed by Joy Padgett and Bonnie Buthker of the Ohio EPA regarding their "Outreach and Customer" Support programs. Their goal is to get word out to all 88 Counties in Ohio, by visiting those counties like they are today, by offering many services that are available to communities and businesses in helping with their environmental needs.

**MRS. DELAPLANE MOVED TO ADJOURN; SECONDED BY MR. RHOADES AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 2:20 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**

\*\*None