

MONDAY, JULY 25, 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; Deputy Chief Mark Whittaker; Susan Hartley w/Earlybird; Erik Martin w/Daily Advocate and Alex Mikos w/TIGER; and Darke Co. Citizen Madeline Martin.

Minutes of Wednesday, July 20, 2016: Mr. Rhoades moved to approve the minutes as read; motion seconded by Mr. Stegall and both voted YEA.

IN THE MATTER OF RESOLUTION (R-181 - 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 July 25, 2016 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 9,785.59; Outside General Funds \$ 17,464.11; for a Grand Total of \$ 27,249.70; are hereby approved for payment.

Michael E. Stegall
Board of Darke County Commissioners

Diane L. Delaplane
Board of Darke County Commissioners

Michael W. Rhoades
Board of Darke County Commissioners

IN THE MATTER OF AGREEMENT WITH MOTOROLA SOLUTIONS AND DARKE COUNTY FOR PROJECT DARKE COUNTY-UNION CITY, OH-MARCS TOWER

The Board of Darke County Commissioners was addressed by Darke Co. Chief Deputy Mark Whittaker regarding the process with the "Communication Equipment & Services" Contract, after signing the Grant Agreement last week. After discussion by the Board and Chief; Mr. Rhoades moved to approve the signing of the following Contract; motion seconded by Mrs. Delaplane and all voted YEA.

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Darke County with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will address your needs and provide exceptional value.

To best meet the functional and operational specifications, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for an Add-On 800 MHz ASR site with 6 channels for Darke County. This site will tie into Ohio's P25 MARCSIP system. The site add-on will utilize the Motorola's GTR 8000 Expandable Site Sub-system (ESS). In addition, this quote includes a 180' self supported tower, and antenna and line hardware and installation.

1.2.1.1 GPC 8000 Site Controller

The site controller processes inbound and outbound data traffic, assigns base radios for voice channel access and generally monitors and maintains order in the system. The controller maintains a database that keeps track of each subscriber radio's Unit ID and the current talkgroup to radio affiliation.

The controller in a single-site system performs the following call processing functions:

- Services call requests.
- Recovers and decodes inbound signal requests.
- Maintains a database of active radios and their system permissions.
- Receives group affiliations.
- Checks call access privileges.
- Issues call grants.
- Monitors and controls each call sequence.
- Maintains a list of subscriber radios that are waiting for repeater assignments.
- Selects the control channel.

1.2.1.2 GTR 8000 Base Radios

A base radio or repeater is an RF station that serves as the RF link between the system and the mobiles and portables. Base radios in an ASTRO 25 Express trunked system are connected in a site configuration with a minimum of two and a maximum of 18 base radios. The Darke system has been equipped with six base radios.

(ENTIRE AGREEMENT CAN BE SEEN IN FULL IN THE COUNTY 2016 CONTRACT FILE AND/OR SHERIFF'S DEPT. FILE)

Motorola Solutions is pleased to provide the following equipment and services to Darke County, Ohio. This proposal is subject to the terms and conditions in the enclosed Communications System Agreement (CSA), together with its Exhibits, and shall remain valid until August 24, 2016.

EQUIPMENT AND SERVICES SUMMARY	
Equipment at Ohio STS -573077	\$257,609
**6 Channel MARCSIP ASR Site with Antenna Network	
**180' Self Support Tower	
Implementation Services	\$437,294
**Project Management, Engineering, Installation, MARCSIP Integration and Civil Scope as outlined in the Statement of Work	
MARCSIP Partner Incentive valid through August 24, 2016	(42,725)
Additional Incentive for Order and shipment by July 15, 2016	(62,178)
TOTAL SYSTEM	\$590,000

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$590,000. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

(ENTIRE AGREEMENT CAN BE SEEN IN FULL IN THE COUNTY 2016 CONTRACT FILE AND/OR SHERIFF'S DEPT. FILE)

The Parties hereby enter into this Agreement as of the Effective Date.

Customer
 X *Michael E. Stearns*
 X *Dianne L. Delaplaine*
 By: X *Michael E. Stearns*
 Name: Michael W. Rhoades, Dianne L. Delaplaine
 Title: Darke County Commissioners
 Date: 7/25/16

Approved as to Form:
Margaret B. Hayes
 Margaret B. Hayes

IN THE MATTER OF RESOLUTION (R-182-2016) TRANSFER OF APPROPRIATIONS (MICHAEL RESOURCE & TREATMENT CENTER, DARKE CO. SHERIFF & JUVENILE COURT)

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:

R-182-2016 (CONT.)

FROM:

TO:

MRTC: to cover MRTC parking lot expansion

\$ 17,000.00	Other Operating	#119-2240.538130	Road/Bridge Maint.	#119-2240.536030
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DC Sheriff: to cover June '16 housing @ Mercer Co. Jail

\$ 900.00	Other Operating	#001-1509.538130	Intergovernmental	#001-6010.538040
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DC Juvenile Court: Moving appropriations to cover expenses (replacement of Juv. 's Clerk printer)

\$ 900.00	Other Operating	#429-2289.538130	M & E	#429-2289.520160
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Ms. Delaplane moved; and Mr. Rhoades seconded the resolution and ALL voted as follows:

Michael J. Hall (YEA)

Quinn Delaplane (YEA)

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

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

IN THE MATTER OF RESOLUTION (R-183-2016) DARKE COUNTY SHERIFF (REVENUE & APPROPRIATION INCREASES)

WHEREAS, the DC Auditor is requesting that the following "Revenue/Appropriation Increases" be changed; and

WE DO HEREBY RESOLVE, the following 'increases' be changed as follows:

Unknown revenue in January 2016

Est. Revenue Increase	\$ 100.00	Arson Registration Fee	#827-6014.440272
Total Revenue Increase...	\$ 100.00		

Approp. Increase.....	\$ 100.00	Arson Registration	#827-6014.572020
Total Approp. Increase...	\$ 100.00		

Mr. Rhoades moved; and Ms. Delaplane seconded the resolution and all voted as follows:

Michael J. Hall (YEA)

Quinn Delaplane (YEA)

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

Robin R. Blinn
Robin R. Blinn
Administrative Clerk/Secy.

IN THE MATTER OF RESOLUTION (R-184-2016) FUND ADVANCE (DARKE Co. GRANTS-CHIP HOME REPAYS)

WHEREAS, CHIP Home Repays is requesting that the following "Fund Advance" be completed: "Advancing revenue to #185-2014 CHIP/CDBG Grant till revenue is received (will advance back)"; and

WE DO HEREBY RESOLVE, the following "Fund Advance" be approved as follows:

\$ 12,000.00	From: #197-7018.590000 (Advance Out)	To: #185-7010.490000 (Advance In)
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Ms. Delaplane moved; and Mr. Rhoades seconded the resolution and all voted as follows:

Robin Blinn
Robin Blinn,
Administrative Clerk/Secretary

Michael E. Stegall (YEA)

Diane L. Delaplane (YEA)

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

IN THE MATTER OF CERTIFICATE OF APPOINTMENT FOR ELIGIBILITY/REFERRAL SPECIALIST 2 (DARKE Co. JOB & FAMILY SERVICES)

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

I hereby certify that I have this day appointed Ariel Robinson to the Position of Eligibility/Referral Specialist 2, in my Office of County Darke County Job & Family Services, at a salary of \$ 14.30 per hr.. Said appointment is to take effect 8/3/16, and the said salary to be paid bi-weekly from the County Treasury, upon the warrant of the County Auditor.

Said employee has credited to their account _____ days of accumulated sick leave from prior political sub-division employment with _____

(POLITICAL SUB-DIVISION)
WITNESS MY HAND AND OFFICIAL SEAL THIS 21st DAY OF July 2016.

SIGNED Gracie G. Overholser
Gracie G. Overholser
TITLE Director

Date: 7/25/16
REMARKS: _____

Michael E. Stegall
Diane L. Delaplane
Michael W. Rhoades

IN THE MATTER OF RESOLUTION (R-185-2016) AWARDING PY2014 CHIP REPAIR GRANTS

The below listed resident(s) of Darke County has made proper application to the PY2014 CHIP Repair and Sewer grant program; and they are qualified to receive a grant in the amount(s) indicated below, said grants are thereby awarded;

Kelly Merritt
Tap In Assistance - \$10,200.00
Not to exceed \$12,000.00

Mrs. Delaplane moved the Resolution.

Mr. Rhoades seconded the resolution and all voted as follows:

All voted YEA.

Michael E. Stegall
Michael E. Stegall - Chairman

Diane L. Delaplane
Diane L. Delaplane - Vice-Chairman

Michael W. Rhoades
Michael W. Rhoades - Member

DARKE COUNTY COMMISSIONERS

Robin Blinn
Robin Blinn, Clerk/Secretary

ENGINEERING AGREEMENT (CONT.)

2016FY Improvements To Darke County Airport - (Preliminary Design of Threshold Relocation, ALP Update with AGIS Survey, Environmental Report, and Runway Safety Area Study)

DESCRIPTION OF WORK: STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES.

STANTEC's RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC 's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

ENTIRE AGREEMENT: This AGREEMENT constitutes the ~~sole~~ ^{*****} and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

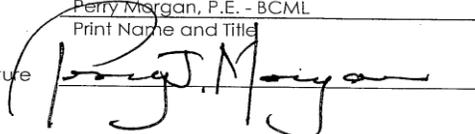
DARKE COUNTY BOARD OF COMMISSIONERS

STANTEC CONSULTING SERVICES INC.

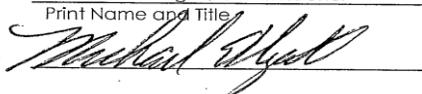
Michael W. Rhoades, Commissioner
Print Name and Title

Perry Morgan, P.E. - BCML
Print Name and Title

Signature 

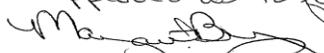
Signature 

Michael E. Stegall, Commissioner
Print Name and Title

Signature 

Diane L. Delaplaine, Commissioner
Print Name and Title

Signature 

Approved as to form:

Asst. Prod. Atty.

(ENTIRE AGREEMENT CAN BE SEEN IN FULL IN THE 2016 CONTRACT AND/OR CO. AIRPORT FILE)

IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSE (DARKE Co. JUVENILE COURT)

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

#001-2200.532000(RECOMMENDED)

Attending: OH Judicial Conf. '16 Annual meeting/Sept. 14-15, 2016/Columbus, OH/Judge Jason Aslinger

Lodging: \$418.30/Meals: \$70.00/Registration: \$325.00/Estimated total for meeting: \$813.30

IN THE MATTER OF PAY INS

Pay In#086661	Received of Commissioners	Co. Zoning – Jackson Twp. – 3 rd qtr. Zoning	\$300.00
Pay In#086662	Received of Commissioners	Co. Vehicle Maint.-Juv. Cr., MRTC & Health Dept.	\$1,364.10
Pay In#086720	Received of Commissioners	Co.-North tower rent – August 2016	\$912.53
Pay In#086730	Received of Commissioners	Co. Airport-3 rd qtr. rental – #A3, #A6, #A9, #B2 & #B5	\$460.00
Pay In#086731	Received of Commissioners	Co.-Charges for Service (City of Greenville)	\$679.47

IN THE MATTER OF CHILD SUPPORT AWARENESS MONTH PROCLAMATION FOR MONTH OF AUGUST 2016

WHEREAS, Ohio is dedicated to the care and well-being of its children, and understands that emotional and financial support are key factors in securing their future success; and

WHEREAS, Ohio's Child Support Program and its county and federal partners continually seek innovative ways to provide effective services to strengthen Ohio's families and to support Ohio's children; and

WHEREAS, Ohio honors the efforts of all parents, families and caretakers, and of the many educational, judicial and social service organizations statewide involved in providing services and supports essential to our children's futures; and

WHEREAS, providing our children with emotional and financial support is one key to a future filled with success; and

WHEREAS, Ohio recognizes Child Support as one way we can work together to ensure our nation's future by ensuring a better future for our children.

NOW THEREFORE, we Darke County Commissioners do hereby proclaim August 2016 as **Child Support Awareness month in Darke County** and call this observance to the attention of all members in our community.

Child Support Awareness Month

The Darke County Commissioners commend this observance during August 2016 to the citizens of Darke County.

Signed this 25th day of July, 2016


Diane L. Delaplane
Commissioner


Michael W. Rhoades
Commissioner


Michael E. Stegall
Commissioner

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

**Alex Mikos w/TIGER Radio: Had a question for Chief Whittaker regarding the length of time that it will take to build the tower and get it operating? Chief advised approximately 6 months.

MR. RHOADES MOVED TO ADJOURN; SECONDED BY MRS. DELAPLANE AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:51 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

**All Commissioners met with Congressman Warren Davidson, U.S. House of Representatives, along with employees Ben Thaeler, and Adam Hewitt regarding what Darke County's needs/wants for the future.