

WEDNESDAY, JULY 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 Chairman Diane L. Delaplane and Member Michael W. Rhoades; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; Susan Laux, Grants Consultant; Susan Hartley w/Earlybird; and Alex Mikos w/TIGER.

Minutes of Monday, July 25, 2016: Mr. Rhoades moved to approve the minutes as read; motion seconded by Mrs. Delaplane and all voted YEA.

**IN THE MATTER OF RESOLUTION (R-186-2016) 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 27, 2016 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 31,115.84; Outside General Funds \$ 252,832.47; for a Grand Total of \$ 283,948.31; are hereby approved for payment.

Michael E. Stegall

Diane L. Delaplane

Michael W. Rhoades  
Board of Darke County Commissioners

**IN THE MATTER OF PETITION FOR ANNEXATION OF 6.819 ACRES, MORE OR LESS, IN GREENVILLE TWP., DARKE COUNTY, OHIO, TO THE CITY OF GREENVILLE, OHIO, UTILIZING THE EXPEDITED PROCEDURE OF O.R.C. SECTION 709.022**

Whereas, the Clerk of the Board, advised that a "Petition" was filed on July 22, 2016, by Geoffrey P. Surber, of Greenville, OH, acting as Agent, and is also 1 of 3 owners of the property, along with a payment of \$50.00; and

Whereas, the Agent advised that they are utilizing the "Expedited" Procedure of O.R.C. Section 709.022; and

Whereas, the Agent also filed with the "Petition" an "Annexation Agreement" btwn the City of Greenville, Ohio, and the Board of Trustees of Greenville Twp.; and

**TO: THE BOARD OF COUNTY COMMISSIONERS OF  
DARKE COUNTY, OHIO**

Now comes the undersigned petitioners, being one hundred percent (100%) owners of certain property as hereinafter described and request that its property be annexed to the City of Greenville, Ohio. The territory proposed for the annexation contains 6.819 acres, more or less, in Greenville Township, Darke County, and is contiguous to the boundary of the City of Greenville, Ohio for five percent (5%) or more of the perimeter of the territory proposed for annexation. The undersigned understands the property will be excluded from the Township.

An accurate description of the perimeter of the territory proposed for annexation is attached hereto and made part hereof as Exhibit "A". A map or plat of the above described territory proposed for annexation is attached hereto and made part hereof as Exhibit "B". A list of the names of and addresses of the owners of all parcels located adjacent to or directly across the road from the territory to be annexed as prescribed in 709.02 (B) O.R.C. is attached as Exhibit "C".

The annexation will not create an unincorporated area of the Township that is completely surrounded by the territory proposed for annexation.

There is an annexation agreement between the municipality and the township pursuant R.C. 709.192 applicable to this annexation which is dated JULY 19<sup>th</sup>, 2016. A Certified copy is submitted herewith as Exhibit "D".

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**PETITION (CONT.)**

The number of properties in the territory proposed for annexation is two (2) and the number of property owners who signed the petition is three (3).

The owners who signed this petition by their signature expressly waive their right to appeal in law or equity from the Board of County Commissioners' entry of any resolution passed under R.C. 709.022.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION UPON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY**

Respectfully submitted JULY 22<sup>ND</sup> 2016

by: [Signature] Geoffrey P. Surber, Owner  
 by: [Signature] James P. Surber, Owner  
 by: [Signature] Carla G. Surber, Owner

[Signature]  
 Geoffrey P. Surber, Agent

[Signature]  
 Marie Delaplane

[Signature]  
 Michael W. Rhoades

Mr. Rhoades moved to approve the filing of the Petition; motion seconded by Mrs. Delaplane and all voted YEA.

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A

REVIEWED BY [Signature]  
 DARKE COUNTY ENGINEER  
 MAY 09 2016

SURVEY PLAT   
 SURVEY DIVISION   
 LEGAL DESCRIPTION

TRANSFERRED 1.00  
 SEC. 31984  
 SEC. 319202 COMPLIED WITH  
 IN AMT. 105.00

Instrument Book Page  
 201600002686 OR 496 3217

MAY 09 2016

[Signature]  
 CAROL GINN

AUDITOR DARKE COUNTY, OHIO

BY: [Signature]

201600002686  
 Filed for Record in  
 DARKE COUNTY, OHIO  
 LINDA STACHLER, RECORDER  
 05-09-2016 At 11:07 am.  
 DEED 36.00.  
 OR Book 496 Page 3217 - 3219

**WARRANTY DEED**

1796 PROPERTIES, INC., an Ohio Corporation not for Profit, for valuable consideration paid, grants with general warranty covenants to JAMES P. SURBER, CARLA SURBER and GEOFFREY P. SURBER, whose tax-mailing address is 6853 Westfall Road, Greenville, Ohio 45331, the following real property:

Situated in the Northeast Quarter of Section Twenty-Three (23), Township Twelve (12) North, Range Two (2) East, Greenville Township, Darke County, Ohio being part of a 7.973 acre tract described in Deed Book 558, Page 204 and the same area said to contain 0.321 acres described in Deed Book 618, Page 201, in the Office of the Darke County Recorder, and being more particularly described as follows:

Commencing at a nail found called over a stone at the northeast corner of said northeast quarter and in Childrens Home-Bradford Road;

thence North 88°42'59" West 560.07 feet along the north line of said quarter and along said road to a nail set at the northeast corner of said 0.321 acre tract, being the TRUE POINT OF BEGINNING for the tract herein described;

thence South 01°16'30" West 474.76 feet along the east line of said 0.321 acre tract and projection thereof to an iron pin set;

thence South 88°38'28" East 480.02 feet to an iron pin set on the east line of said 7.973 acre tract;

thence South 14°23'15" West 312.71 feet along said east line to an iron pin found at the southeast corner of said tract;

thence North 88°43'24" West 703.95 feet to an iron pin found at the southwest corner of said 7.973 acre tract;

thence North 01°15'54" East 500.00 feet to an iron pin found at the southwest corner of Lot 2 in Towne View Estates, Section 1, recorded in Plat Book Volume 11, Page 250;

thence South 88°43'34" East 244.96 feet to an iron pin found at the southeast corner of Lot 2; thence North 01°16'30" East 280.00 feet along the east line of Lot 2 and projection thereof to a nail set on the north line of said quarter and in Childrens Home-Bradford Road;

thence South 88°42'59" East 50.00 feet along said north line and along said road to the point of beginning, containing 6.819 acres, more or less, 6.773 acres exclusive of road right-of-way, being subject to legal highways and other easements of record.

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PETITION (CONT.)

And being specifically subject to an Access Easement, being described as follows:

Commencing at a nail found called over a stone at the northeast corner of said northeast quarter and in Childrens Home-Bradford Road;

thence North 88°42'59" West 560.07 feet along the north line of said quarter and along said road to a nail set at the northeast corner of said 0.321 acre tract, being the TRUE POINT OF BEGINNING for the access easement herein described;

thence South 01°16'30" West 380.00 feet along the east line of said 0.321 acre tract and projection thereof to point;

thence North 88°42'59" West 50.00 feet to a point;

thence North 01°16'30" East 380.00 feet along the east line of Lot 2 and projection thereof to a nail set on the north line of said quarter and in Childrens Home-Bradford Road;

thence South 88°42'59" East 50.00 feet along said north line and along said road to the point of beginning.

It is expressly provided that the Access Easement reserved hereunder is personal to the Grantor, 1796 PROPERTIES, INC., and that upon the dissolution of 1796 PROPERTIES, INC. or the sale of the dominate premises owned by Grantor adjoining the premises conveyed herein, that the easement shall terminate.

Bearings for the above description are based upon the NAD83 (2011) State Plane Coordinate System, Ohio South Zone. ODOT VRS CORS Network. The above description was written and surveyed by James F. Stayton, Registered Surveyor #6739 from a survey plat made March 24, 2016. The above survey is recorded in Plat Book Volume 48, Page 143, in the Office of the Darke County Recorder.

Surveyed and Prepared by: James F. Stayton
Registered Surveyor #6739
Eldorado, Ohio.
March 24, 2016

This conveyance is subject to all easements and restrictions of record. The premises sold and conveyed hereunder are designated for agricultural or personal recreational use only pursuant to O.R.C. Section 711.133.

Engineer's I.D. F24-0-212-23-00-00-109-02 (6.1498 Ac.)
F24-0-212-23-00-00-105-00 (0.321 Ac.)

Last Transfer: Volume 274, Page 1022, Deed Records, Darke County Recorder's Office, Darke County, Ohio.

EXECUTED this 5th day of April, 2016 by 1796 PROPERTIES, INC. by GARY AYETTE, President and MAX LITKE, Secretary.

1796 PROPERTIES, INC.
by Gary Ayyette
GARY AYETTE, President
by Max M. Little
MAX LITKE, Secretary

STATE OF OHIO:
COUNTY OF DARKE, SS:

The foregoing instrument was acknowledged before me this 5th day of MAY, 2016 by GARY AYETTE, President of 1796 PROPERTIES, INC. on behalf of the corporation.

THOMAS H. GRABER, II
ATTORNEY-AT-LAW
OHIO REG. NO. 0018293
NOTARY PUBLIC-STATE OF OHIO
LIFETIME COMMISSION
OHIO REVISED CODE 147-03

COUNTY OF DARKE, SS:

The foregoing instrument was acknowledged before me this 29th day of April, 2016 by MAX LITKE, Secretary of 1796 PROPERTIES, INC. on behalf of the corporation.

DIANE L. MATTHEWS, Notary Public
In and for the State of Ohio
My Commission Expires 01/29/2021
NOTARY PUBLIC

THIS DEED PREPARED WITHOUT BENEFIT OF TITLE SEARCH.
THIS INSTRUMENT PREPARED BY: THOMAS H. GRABER, II, Attorney at Law, of HANES LAW GROUP LTD., 507 South Broadway, Greenville, Ohio 45331.

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**R-20A-2016 (CONT.)**

WHEREAS, on January 20, 2016, a Resolution (R-20-2016), was approved by the Commissioner's appointing two (2) Representatives, them being Jody Rhoades of DC Juvenile/Probate Court and Jeff Vaughn, Council on Rural Services; and

WHEREAS, the Commissioners were notified by the Juvenile/Probate Court-Court Administrator Jody Rhoades, that a replacement needs to be made for Jeff Vaughn w/Council on Rural Services, because of a conflict; and

WHEREAS, a replacement was recommended by the "Family Children First" Council for that replacement; and

AND WE DO HEREBY RESOLVE to replace Jeff Vaughn with Becca Cotterman, of Big Brothers Big Sisters, with a term being, per ORC, above mentioned;

Mrs. Delaplane moved to amend the original appointment with the new mentioned appointee; seconded by Mr. Rhoades and all voted as follows

Michael E. Stegall (YEA)  
Michael E. Stegall

Diane L. Delaplane (YEA)  
Diane L. Delaplane

Michael W. Rhoades (YEA)  
Michael W. Rhoades,  
DARKE COUNTY BOARD  
OF COMMISSIONERS

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

**IN MATTER OF MOTIONS FOR APPROVING CHANGE ORDER #1 w/BUSCHUR ELECTRIC, INC., CONTRACTS w/STATELINE POWER CORP., AND HOLLINGER EXCAVATING, INC. RE: PROJECT KNOWN AS VILLAGE OF NEW MADISON WATER TREATMENT PLANT**

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

To the Contractor:	NUMBER:	<u>1</u>
<u>Buschur Electric, Inc.</u>	DATE:	<u>June 13, 2016</u>
<u>305 West First Street</u>	CONTRACT NO.:	<u>Water Plant Electrical Power &amp; Controls Upgrade</u>
<u>Minster, Ohio 45865</u>	PROJECT NAME:	<u>&amp; Controls Upgrade</u>
	PROJECT LOCATION:	<u>Village of New Madison</u>
Circle one This original is for: OWNER ENGINEER CONTRACTOR OTHER <u>CONTRACTOR</u>		

The Contract is changed as follows:

Item Number	Description of Change <small>(Quantities, Unit Prices, Completion Schedule, Etc.)</small>	Increase/Decrease in Contract Price
1	Add: Purchase and install two flow meters (see attached cost breakdown)	\$12,208.74
2	Add: Water heater and backflow preventer (see attached cost breakdown)	\$4,662.44
3	Add: Four bollards around new gas meter (see attached cost breakdown)	\$2,544.55
		<u>\$19,415.73</u>

JUSTIFICATION:

- Existing flow meters are inaccurate for improvements.
- There was no water heater in the plant previous to these upgrades. A backflow preventer was required with the addition of the water heater.
- New gas meter is located adjacent to driveway and requires protection from vehicles.

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENTS TO THE SUBJECT CONTRACT:

Original Contract Sum:.....	\$	<u>\$165,980.00</u>
Net change by previously authorized Change Orders:.....	\$	<u>0.00</u>
Contract Sum including previous Change Orders:.....	\$	<u>165,980.00</u>
This Change Order increases Contract Sum by:.....	\$	<u>19,415.73</u>
The new Contract Sum including this Change Order will be:.....	\$	<u>185,395.73</u>

The date of Final Completion as of the date of this Change Order is:..... August 1, 2016

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY HERETO.

ACCEPTED BY:  
Buschur Electric, Inc.  
CONTRACTOR  
305 West First Street  
ADDRESS  
Minster, Ohio 45865  
BY [Signature]  
DATE 6/24/16

RECOMMENDED BY:  
Mote & Associates, Inc.  
ENGINEER  
214 West Fourth Street  
ADDRESS  
Greenville, Ohio 45331  
BY [Signature]  
DATE 7-5-16

APPROVED BY:  
Village of New Madison  
OWNER  
124 South Harrison Street  
ADDRESS  
New Madison, Ohio 45346  
BY [Signature]  
DATE 7-25-16

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**CHANGE ORDER #1/CONTRACTS (CONT.)**

APPROVED BY:  
Darke County Commissioners  
CONTRACTING AUTHORITY  
520 South Broadway  
ADDRESS  
Greenville, Ohio 45331

BY: [Signature]  
DATE: 7/25/16

BY: [Signature]  
DATE: 7-25-2016

BY: [Signature]  
DATE: 7-27-16

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This Agreement is dated as of the 15<sup>th</sup> day of July, 2016 by and between the Darke County Board of Commissioners of Darke County, Ohio, (hereinafter called Contracting Authority), the Village of New Madison (hereinafter called Owner), and Stateline Power Corp., (hereinafter called Contractor).

Contracting Authority, Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

1.1 Contractor shall complete all work as specified and shall furnish all labor, materials, tools, and equipment to manufacture **Four (4) individual aeration bins and a two (2) piece cover for said bins to be delivered to the New Madison Water Treatment Plant** in accordance with construction drawings provided by consulting engineer, Mote & Associates, Inc. and Quotations #BH061316 and #BH061616 received from said Contractor dated 06/16/2016 that are attached hereto and made a part of this Agreement.

**Article 2. CONTRACT TIME**

2.1 The Contract time to fully complete the project shall be completed no later than August 1, 2016 as provided in Article 11 of the General Conditions attached hereto.

**Article 3. CONTRACT PRICE**

3.1 Owner shall pay Contractor for completion of the work in accordance with the contract documents in current funds as follows:

Community Development Block Grant (CDBG) \$7,934.74

**Article 4. CONTRACTOR'S REPRESENTATIONS**

In order to induce Contracting Authority and Owner to enter into this agreement, Contractor makes the following representations:

4.1 Contractor has familiarized itself with the nature and extent of the work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

4.2 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of this Contract.

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**(ENTIRE AGREEMENT CAN BE SEEN IN FULL IN THE COUNTY 2016 CONTRACT AND/OR GRANTS DEPT. FILES)**

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IN WITNESS WHEREOF, Contracting Authority, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Contracting Authority, Owner and Contractor.

**CONTRACTING AUTHORITY:**

**OWNER:**

DARKE CO. BOARD OF COMMISSIONERS  
DARKE COUNTY, OHIO

VILLAGE OF NEW MADISON, OHIO

By: [Signature]

By: [Signature]

By: [Signature]

Title: Mayor

By: [Signature]

**CONTRACTOR:**

Stateline Power Corp.

By: [Signature]

Title: Vice President of Operations

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CONTRACTS (CONT.)

This Agreement is dated as of the 25th day of July, 2016 by and between the Darke County Board of Commissioners of Darke County, Ohio, (hereinafter called Contracting Authority), the Village of New Madison (hereinafter called Owner), and Hollinger Excavating, Inc., (hereinafter called Contractor).

Contracting Authority, Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.1 Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Village of New Madison – Finish Water Line Renovation - Water Treatment Plant

Article 2. CONTRACT TIME

2.1 The Contract time to fully complete the project shall be no later than August 31, 2016 as provided in Article 11 of the General Conditions.

Article 3. CONTRACT PRICE

3.1 Owner shall pay Contractor for completion of the work in accordance with the contract documents in current funds as follows:

Community Development Block Grant (CDBG) -- \$25,064.20

Article 4. CONTRACTOR'S REPRESENTATIONS

In order to induce Contracting Authority and Owner to enter into this agreement, Contractor makes the following representations:

4.1 Contractor has familiarized itself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

4.2 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of contract document.

(ENTIRE AGREEMENT CAN BE SEEN IN FULL IN THE COUNTY 2016 CONTRACT AND/OR GRANTS DEPT. FILES)

IN WITNESS WHEREOF, Contracting Authority, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Contracting Authority, Owner and Contractor.

CONTRACTING AUTHORITY:

DARKE CO. BOARD OF COMMISSIONERS  
DARKE COUNTY, OHIO

By: [Signature]

By: [Signature]

By: [Signature]

OWNER:

VILLAGE OF NEW MADISON, OHIO

By: [Signature]

Title: Mayor

CONTRACTOR:

Hollinger Excavating, Inc.

By: [Signature]

Title: President

IN THE MATTER OF PAY INS

Pay In#086774	Received of Commissioners	Co. Airport – hangar rent (Borgerding for August '16)	\$90.00
Pay In#086775	Received of Commissioners	County-Office rent for July 2016	\$300.00
Pay In#086806	Received of Commissioners	County-JFS Indirect costs for July-Sept. 2016	\$14,675.75

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

\*\*None

MRS. DELAPLANE MOVED TO ADJOURN; SECONDED BY MR. RHOADES AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:53 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**

\*\*Mrs. Delaplane attended a Darke Co. Visitor's Bureau mtg.

\*\*Sheila Fitzwater and Pauline Barga, former employees of County Home, met with all Commissioners regarding concerns/complaints regarding the Darke Co. Home.

\*\*Commissioner Rhoades, Asst. Pros. Atty. Margaret Hayes, along with Chief Deputy Mark Whittaker held a conference call with a Representative of MARCS Radio for updates etc. with the DC OH-UC Tower project.

\*\*All Commissioners, Administrative Clerk/Secy., Co. Engineer & Asst. Pros. Atty. all attended/held the 2<sup>nd</sup> required Hearing on the "Permissive Tax".