

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; John Cook, Business Administrator; Susan Hartley w/Earlybird; Erik Martin w/Daily Advocate, Alex Mikos w/TIGER Radio; and Darke Co. Citizen Jim Besecker,

Minutes of Wednesday August 10, 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-201-2016) 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 Aug. 10 & 15, 2016, for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 1,820.40 + \$ 3,003.64 (BOE) + \$ 21,636.67; Outside General Funds \$ 11,387.29; for a Grand Total of \$ 37,848.00; are hereby approved for payment.

Michael E. Stegall

Diane L. Delaplane

Michael W. Rhoades  
Board of Darke County Commissioners

**IN THE MATTER OF RESOLUTION (R-202-2016) TRANSFER OF APPROPRIATIONS (COMMISSIONERS & SHERIFF)**

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:** Cover rental of cut-off saw & blade (sink hole @ Co. Home)

\$ 58.10	Other Expenses	#001-1509.538130	Rent/Lease	#001-1510.530000
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**Comm.'s/Sheriff:** to cover inmate housing for July @ Mercer Co.

\$ 1,575.00	Other Expenses	#001-1509.538130	Intergovernmental	#001-6010.538040
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Mrs. Delaplane moved; and Mr. Rhoades seconded the resolution and ALL voted as follows:

Michael E. Stegall (YEA)

Diane L. Delaplane (YEA)

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

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

**IN THE MATTER OF CENTRAL OHIO YOUTH CENTER AGREEMENT FOR SERVICES TO YOUTH BETWEEN THE JOINT DISTRICT JUVENILE DETENTION BOARD OF CHAMPAIGN, DELAWARE, MADISON AND UNION COUNTIES, DBA CENTRAL OHIO YOUTH CENTER COMMUNITY RESIDENTIAL CENTER AND DARKE COUNTY JUVENILE COURT**

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

THEREFORE, Darke County and COYC/CRC, in consideration of the mutual benefits accruing to them and the juvenile, do hereby covenant and agree as follows:

1. COYC/CRC, shall receive juveniles from Darke County for the secure correctional treatment program. During his/her placement the juvenile will participate in Programs, and receive Intervention and Educational Services.
2. For any child placed in the COYC/CRC, Darke County agrees to pay One Hundred Eighty Five Dollars and 00/100 (\$185.00) per day. Darke County shall pay for juveniles placed in the CRC the end of each month upon presentation of properly itemized invoices for such month.
3. Darke County agrees to provide on admission of a child to the CRC a copy of the court order under which the child is placed. This court order shall include the name of the school district responsible for the child's education. In addition, Darke County will provide a brief medical history, a copy of Insurance/Medicaid card (if applicable) and any medications and prescriptions for refills.
4. The consideration provided for under this agreement shall be in payment of all services rendered by the COYC/CRC and actual cost incurred by the COYC/CRC for receiving, maintaining, and safely keeping such juveniles. However, should it become necessary in the judgment of the COYC staff, mental health professional and/or on-site physician for any such juveniles to be hospitalized or to receive off-site medical and/or mental health treatment and/or services by reason of illness or injury (including injury that is self inflicted by such juvenile), the cost of such hospitalization or medical/mental health treatment/services shall be forwarded to Darke County at the end of the month along with invoices for any bed space used.
5. Should it become necessary to remove a juvenile from the program, Darke County will be given ten (10) calendar days to find an alternate placement.
6. All charges under this agreement shall be fully paid within thirty (30) days of receipt of the invoice for all services rendered during the immediate preceding month.
7. This agreement shall not be modified or changed unless it is done so in writing and by agreement of all parties hereto.
8. Darke County agrees that during the time covered by this agreement, it shall and will abide and be governed by any and all rules and regulations, which are now or at any time in the future, may be in force at the COYC/CRC.
9. This agreement shall become effective on July 1, 2016 and shall run until and through June 30, 2017.

WHEREUPON, the parties have signed this document on the dates indicated below. Signatures indicate agreement to all Terms and Conditions listed herein.

For Darke County:

For Central Ohio Youth Center:

Jason Astinger  
 Print Name  
[Signature]  
 Signature  
Judge  
 Title  
7/20/16  
 Date

Natalie Landon  
 Print Name  
[Signature]  
 Signature  
Superintendent  
 Title  
6/6/16  
 Date

Darke County Commissioners  
[Signature]  
[Signature]  
[Signature]  
9/15/16  
 Date

Approved as to form:  
[Signature]  
 Pete Nevada  
 Attorney for Joint District Juvenile Detention Board commonly known as the Central Ohio Youth Center

6/6/16  
 Date

**IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (DARKE CO. JUVENILE COURT & SHERIFF)**

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

#124-2341.538127 (MANDATORY)

Attending: Court Investigators Training/Conf./Sept. 26, 2016/Columbus, OH/Barbara Hocker  
Transportation: \$110.00/Registration: \$125.00/Estimated total for meeting: \$235.00

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#001-6010.532010 (RECOMMENDED)

Attending: Ballistic Breaching Instructor/Aug. 23, 2016/London, OH/Dep. Ron Beisner  
Meals: \$35.00/Registration: \$80.00/Estimated total for meeting: \$115.00

**IN THE MATTER OF CONSTRUCTION CONTRACT (C-6-2015) BY AND BETWEEN THE BOARD OF DARKE COUNTY COMMISSIONERS AND ADVANCED CONCEPTS, INC. (DBA ACI CONSTRUCTION & RESTORATION)**

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

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

**Article 1. WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: **tear off and replacement of the roofing system at the Darke County Home, 5105 County Home Rd., Greenville, Ohio 45331.**

**Article 2. CONTRACT TIME**

2.1 The project shall be completed on or before September 28<sup>th</sup>, 2016. The commencement of work will begin once the "Notice to Proceed" is issued to the contractor.

**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:  
**Contracted price of \$145,222 (plus \$1.75 per square foot to replace damaged decking) will be paid at completion of work. Payment will be processed through the Darke County Auditor's office within 45 days after completion.**

**Article 4. CONTRACTOR'S REPRESENTATIONS**

In order to induce 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

**Article 5. CONTRACT DOCUMENTS**

The contract documents which comprise the entire agreement between Owner and Contractor concerning the work consist of the following:

- 5.1 Advertisement for Bids
- 5.2 Specifications & Guidelines
- 5.3 Technical specifications, drawings and plans
- 5.4 Contractor's Bid
- 5.5 Contractor's Proposal Guarantee
- 5.6 Contractor's Certificates of Insurance
- 5.7 Notice of award.
- 5.8 Contract Agreement
- 5.9 Certificate of Owner's fiscal officer
- 5.10 Certificate of Owner's Attorney

**Article 6. MISCELLANEOUS**

- 6.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- 6.2 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.

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(C-6-2016) CONT.

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

OWNER

BOARD OF COUNTY COMMISSIONERS  
DARKE COUNTY, OHIO

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

Address for giving notices:  
520 S. Broadway  
Greenville, Ohio 45331

CONTRACTOR

Advanced Concepts Inc.  
Ri Stoffer - President

Address for giving notices:

10311 Slough Rd.  
Canal Winchester, OH 43110

**IN THE MATTER OF NOTICE TO PROCEED FOR ADVANCED CONCEPTS, INC., (DBA ACI CONSTRUCTION & RESTORATION) FOR TEAR OFF AND REPLACEMENT OF THE ROOFING SYSTEM AT THE DARKE COUNTY HOME, 5105 COUNTY HOME RD., GREENVILLE, OHIO**

Mrs. Delaplane moved to approve the signing of the "Notice to Proceed"; motion seconded by Mr. Rhoades and all voted YEA.

You are hereby notified to commence WORK on or after the date of August 15, 2016 in accordance with the Contract dated August 15<sup>th</sup>, 2016, and you are to complete this work by September 28<sup>th</sup>, 2016.

OWNER: Darke County Board of Commissioners

By: Michael E. Stegall  
Michael E. Stegall, Chairman

By: Diane L. Delaplane  
Diane L. Delaplane, Vice-Chairman

By: Michael W. Rhoades  
Michael W. Rhoades

**IN THE MATTER OF NOTICE TO PROCEED BETWEEN GARLAND/DBS, INC. AND DARKE COUNTY COMMISSIONERS FOR PROJECTS KNOWN AS DARKE COUNTY COURTHOUSE AND WAGC-GOODWILL ROOFING**

Mr. Rhoades moved to approve the signing of the "Notice to Proceed"; motion seconded by Mrs. Delaplane and all voted YEA.

You are hereby notified to commence WORK on or after the date of August 15, 2016 in accordance with the Contract dated August 8<sup>th</sup>, 2016.

OWNER: Darke County Board of Commissioners

By: Michael E. Stegall  
Michael E. Stegall, Chairman

By: Diane L. Delaplane  
Diane L. Delaplane, Vice-Chairman

By: Michael W. Rhoades  
Michael W. Rhoades

**IN THE MATTER OF CERTIFICATE OF APPOINTMENT FOR A FULL-TIME /CLASSIFIED ADMINISTRATIVE ASSISTANT IN THE OFFICE OF COMMUNITY DEVELOPMENT/GRANTS DEPARTMENT**

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

To: Darke County Auditor's Office Payroll Department

I hereby certify that I have this day appointed Sally Keiser to the Classified, Full-time (40 hrs/week) position of Administrative Assistant, in the Office of the Community Development/Grants Department, at a salary of \$13.50 per hour.

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**CERT. OF APPT. (CONT.)**

Said appointment is to take effect **August 22, 2016**, 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 Miami County, Ohio.

WITNESS MY HAND AND OFFICIAL SEAL THIS 15<sup>th</sup> DAY OF August 2016.

SIGNED Michael E. Stegall

TITLE Chairman

DATE 8/15/16

REMARKS: **Classified, Full-time (40 hrs/week or 80 hrs/bi-weekly)**

IF CIVIL SERVICE EMPLOYEE, COMPLETE THE FOLLOWING

APPROVED BY: Michael E. Stegall  
Robin R. Delaplane  
Michael W. Rhoades

Date: 8/15/16

**IN THE MATTER OF PAY INS**

Pay In#087094	Received of Commissioners	Co.-Miami Co. Bldg. Reg. rent for August 2016	\$300.00
Pay In#087095	Received of Commissioners	Co.-Revenue Reduction-Miami Co. reimb. 2 <sup>nd</sup> qtr. postage	\$12.58
Pay In#087097	Received of Commissioners	Co.-Employer share	\$249,953.21

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

\*\*Erik Martin w/Daily Advocate: Wanted to know about the sink hole at the County Home and what kind of repairs was needed? The Commissioners explained that the hole was discovered by the Maint. Dept. and it was dug & filled with gravel etc. and repaired by the Darke Co. Ditch Maintenance Dept. & Maintenance Dept. He also wanted me to know what the initials CRC stood for in the Contract btwn the Joint District Juvenile Det. Board and the Darke Co. Juvenile Court? The Commissioners advised him that the initials stood for "Community Residential Center". He also asked about the "Certificate of Appointment" for the Administrative Assistant that was appointed for the Community Development Grants Dept.? The Commissioners advised that they will start the 22<sup>nd</sup> of August and will do clerical work for the consultants and also the billing for the Sewer Dept.

\*\*Susan Hartley w/Earlybird: Wanted to know about the upcoming Courthouse roof/bell tower repairs. Will there be street closures downtown etc.? Business Administrator John Cook advised the media that there will be a crane downtown but we will stay in touch with the media and advise as we go. Broadway should be open for 2 lanes of traffic.

**MR. RHOADES MOVED TO ADJOURN AT 1:45 P.M.; SECONDED BY MR. STEGALL AND BOTH VOTED YEA.**

\_\_\_\_\_  
MICHAEL E. STEGALL

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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 Sheriff Spencer & Chief Deputy Whittaker regarding updates with communication systems in the County.