

MONDAY, SEPTEMBER 26, 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; John Cook, Business Administrator; Erik Martin w/Daily Advocate; and Darke Co. Citizen Jim Besecker.

Minutes of Wednesday September 21, 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- 244- 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 Sept. 21 & 26, 2016 for County Bills, including any

"Then & Now" Certificates, in the amount of the General Fund \$ 1,532.69 + \$ 23,005.43;

Outside General Funds \$ 41,981.73; for a Grand Total of \$ 66,519.85;

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-245-2016) TRANSFER OF APPROPRIATIONS (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:

FROM:

TO:

**DC Sheriff:** Transfer needed to cover online training

\$ 1,000.00	Training/Overnight	#001-6020.532000	Training & Registration	#001-6020.532010
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**DC Juvenile Court:** Moving appropriations to cover expenses for Probate Clerk Conf.

\$ 625.00	Other Operating	#001-2300.538130	Travel/Lodging/Meals	#001-2300.532000
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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 AUTHORIZATION OF MEETING EXPENSES ( ADULT PROBATION, EMA/LEPC & PROBATE COURT)**

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

#001-2110.532000 (MANDATORY)

Attending: Training for Case Planning/Sept. 29, 2016/Columbus, OH/John Tabler & Katy Linkous

Parking: \$25.00/Meals: \$35.00 x 2/Estimated total for meeting: \$95.00

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#001-2110.532000 (MANDATORY)

Attending: 30<sup>th</sup> Annual Conf./Oct. 13 & 14, 2016/Columbus, OH/James Mollette, Katy Linkous & Ty Thacker

Lodging:\$105.00 x 2/Meals: \$70.00 x 3/Registration: \$225.00 x 3/Estimated total for meeting: \$1,095.00

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#001-1400.532000 (MANDATORY)

Attending: Emergency Management Director's Conf./Oct. 11-12, 2016/Reynoldsburg, OH/Mindy Saylor

Meals: \$35.00 x 2/Estimated total for meeting: \$70.00

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#001-1400.532000 (NECESSARY)

Attending: Emergency Management Assoc. Winter Conf./Dec. 7-9, 2016/Mohican Lodge & Conf. Center/Mindy Saylor & Josh Haney

Lodging: \$80.00 x 2/Meals: \$35.00 x 2/Registration: \$225.00 x 2/Estimated total for meeting: \$680.00

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#001-2300.532000 (RECOMMENDED)

Attending: 2016 Annual Probate Court Clerks Training Seminar/Oct. 16-17, 2016/Columbus, OH/Claudia Shepherd & Lacey Gordin

Transportation: \$116.00/Lodging: \$125.00 x 2/Meals: \$70 x 2/Registration: \$125.00 x 2/Estimated total for meeting: \$686.00

**IN THE MATTER OF DARKE COUNTY AIRPORT HANGAR LEASE AGREEMENT BY AND BETWEEN DARKE COUNTY COMMISSIONERS AND RANDY WORKMAN**

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

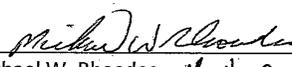
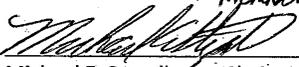
This Agreement entered into this 21<sup>st</sup> day of September, 2016 by and between the Darke County Board of Commissioners, herein called the "LESSOR", and Randy Workman, herein called the "LESSEE".

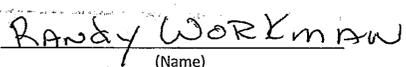
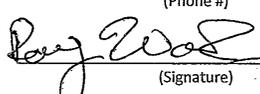
1. **TERM:** This Agreement shall commence on 1st day of January, 2016 and remain in effect for a period of twelve (12) months. Thereafter this Agreement shall continue in effect from month to month.
2. **RENT:** LESSEE shall pay LESSOR \$90.00 per Month, payable in advance not later than the first day 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 # B6.
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.

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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, Member  
  
 Michael E. Stegall, Chairman  
  
  
 Diane L. Delaplane, Vice Chairman

**LESSEE:**  
  
 Randy Workman (Name)  
 7960 Kessler-Frederick Rd. (Address)  
 Tipp City Ohio 45371 (City, State, Zip)  
 937, 266-4126 (Phone #)  
  
 Randy Workman (Signature)  
 Randy Workman (Print Name)

**IN THE MATTER OF AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN MAXIMUS CONSULTING SERVICES, INC. AND DARKE COUNTY, OHIO**

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

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on 1/1/2017 ("Effective Date") and shall remain in effect until 3/31/2018, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs first. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.

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- 4. Termination.
  - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
  - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days' prior written notice to the other. In the event Client terminates this Agreement, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
  - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
- 5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- 6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

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- 12. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

Darke County Board Of Commissioners  
 520 South Broadway  
 Greenville, Ohio 45331-1993  
 (937) 547-7370

MAXIMUS Consulting Services, Inc.  
 808 Moorefield Park Drive, Suite 205  
 Richmond, VA 23236  
 804.323.3535  
[fsc-operations@maximus.com](mailto:fsc-operations@maximus.com)

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

- 13. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.

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

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IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

Darke County, Ohio

By: Board of Darke Co. Commissioners  


Name: X Owen K. DeLoe  
X Michael J. Wood

Title: COUNTY COMMISSIONERS

Date: Sept. 26, 2016

**IN THE MATTER OF MEMO/LETTER FROM THE DARKE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES ASKING FOR THE COMMISSION BOARD CHAIR TO SIGN OFF OF AUTO TITLE FOR ONE (1) 2002 BLUE BIRD MINI BUS THAT WAS DECLARED JUNK/NOT USEABLE BY THE DC BDD**

After discussion by the Board of Commissioners and Business Administrator John Cook; Mrs. Delaplane moved to approve the selling of the bus by the DC BDD; motion seconded by Mr. Rhoades and all voted YEA.

The Darke County Board of DD advertised for bids for four (4) vehicles in the Early Bird on August 7, 2016. No bids were received for any of the vehicles. We decided to send the information to all of the providers in Darke County to see if any had a need for any of these vehicles. Jessica Schavone, CEO/Director of UCM Day Services, Inc. in Union City contacted us right away. UCM Day Services is an adult day provider in Darke County serving individuals with developmental disabilities. She visited and looked at the vehicles that we had advertised and submitted a written offer of \$2,500.00 for the 2002 Blue Bird Mini Bus. We have accepted her offer and are pleased that the van will continue to be used for individuals with disabilities in Darke County. Please sign the title so that we can complete the transaction and she can begin using the van as soon as possible.

If you have any questions, feel free to contact me at 459-4602. Thanks!

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

**FILED**  
SEP 26 2016  
*Approved*  
DARKE COUNTY, OHIO  
BOARD OF COMMISSIONERS

**IN THE MATTER OF PAY INS**

Pay In#087684	Received of Commissioners	Co. Airport – hangar rent (Workman #B6)	\$540.00
Pay In#087708	Received of Commissioners	Co.-Crown Communications – North Tower rent	\$912.53

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

\*\*Erik Martin w/Daily Advocate: Had a question regarding the Maximus bill and what exactly do they do for the Commissioners? The Commissioner's advised that they do a report that keeps track of various costs that the county general fund pays to help run those departments. Not all departments are required to reimb. the county general fund back. There is just one handful of offices, that are not in the county general fund, that are required to help defer the costs of the county to operate those departments. As far as today, the amount collected from those departments and paid back to the general fund outweigh the costs of the contract.

MR. RHOADES MOVED TO ADJOURN AT 1:43 P.M.; SECONDED BY MRS. DELAPLANE AND ALL VOTED YEA.

ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

PATRICIA S. HARTER, ASSISTANT CLERK/SECY.

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MICHAEL E. STEGALL

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DIANE L. DELAPLANE

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MICHAEL W. RHOADES,  
BOARD OF DARKE CO. COMMISSIONERS.

**IN THE MATTER OF FURTHER DISCUSSION BY THE BOARD**

\*\*All Commissioners met with DC Board of Developmental Disabilities Director Mike Beasecker regarding a needed Board replacement for the DC Board of Developmental Disabilities.

\*\*Commissioners Stegall & Delaplane met with a Darke Co. Contractor Kevin Drees regarding a complaint he had with the Health Dept.