

MONDAY, OCTOBER 5, 2015

THE BOARD OF DARKE COUNTY COMMISSIONERS MET IN REGULAR SESSION AT 1:30 P.M. WITH MEMBERS PRESENT: Commissioner Chairman Michael W. Rhoades; Vice Chairman Michael E. Stegall; and Member Diane L. Delaplane; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; Jeff Marshall, Community Development/Grants Coordinator; Erik Martin w/Daily Advocate; Ryan Berry w/Early Bird; Alex Mikos w/TIGER Radio; and DC Citizen Fred Dean.

Mr. Stegall moved to approve the reading of the minutes of Wednesday, September 28, 2015; motion seconded by Mrs. Delaplane and all voted YEA.

IN THE MATTER OF RESOLUTION (R-250-2015) EXAMINATION AND ALLOWANCE OF BILLS

County Bills Approved

It was moved by Mrs. Delaplane and seconded by Mr. Stegall that the following resolution be adopted

The attached vouchers dated October 5, 2015 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 30,987.31; Outside General Funds \$ 18,053.23; for a Grand Total of \$ 49,040.54; are hereby approved for payment.

Michael W. Rhoades

Michael E. Stegall

Diane L. Delaplane
Board of Darke County Commissioners

IN THE MATTER OF RESOLUTION (R-251-2015) TRANSFER OF APPROPRIATIONS (DARKE Co. HOME & DARKE Co. 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:

DC Home: To cover salary/benefits for remainder of year

\$ 25,000.00	Salary PT	#146-4300.510030	Salary FT	#146-4300.510020
\$100.00	Medical Supply	#146-4300.520090	Bene Adm Fee	#146-4300.511085
\$100.00	"	"	Life Insurance	#146-4300.511003
\$6,000.00	"	"	Health Insurance	#146-4300.511000

DC Home: To cover 2015 EPA discharge and tree removal

\$ 920.00	Prof. Med.	#146-4300.533091	Other Operating	#146-4300.538130
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DC Comm.'s/Sheriff: to cover August housing of inmates

\$ 17,910.00	Other Operating	#001-1509.538130	Intergovernment	#001-6010.538040
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Mr. Stegall moved; and Mrs. Delaplane seconded the resolution and all voted as follows:

Michael W. Rhoades (YEA)

Michael E. Stegall (YEA)

Diane L. Delaplane (YEA)
Board of Darke County Commissioners

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

IN THE MATTER OF RESOLUTION (R-252-2015) FUND ADVANCE (CHIP HOME REPAYS)

Fund Advance

WHEREAS, Commissioners are requesting that the following "Fund Advance" be completed: "Need to advance revenue to #185-2014 CHIP CDBG Grant till revenue is received"; and

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

Grants: Need to advance revenue to #185-2014 CHIP CDBG Grant (till revenue is rcvd.)

\$ 11,827.00	From: #197-7018.590000 (Advance Out)	To: #185-7010.490000 (Advance In)
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Mrs. Delaplane moved; and Mr. Stegall seconded the resolution and all voted as follows:

Robin Blinn
Robin Blinn,
Administrative Clerk/Secretary

Michael W. Alford (YEA)
Michael Stegall (YEA)
Quinn R. Delaplane (YEA)
Board of Darke County Commissioners

IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (COMMUNITY DEVELOPMENT/GRANTS COORD.)

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

#182-7007.538000(NECESSARY)

Attending: OCCD/OCD 2015 Housing Conf./Nov. 4-6, 2015/Huron, OH/Jeff Marshall
Transportation: \$180.00/Lodging: \$375.00/Meals: \$140.00/Registration: \$185.00/Estimated total for meeting: \$880.00

#182-7007.538000(RECOMMENDED)

Attending: OCCD Fall Quarterly mtg./October 28 & 29, 2015/Columbus, OH/Jeff Marshall
Transportation: \$140.00/Meals: \$70.00/Registration: \$95.00/Estimated total for meeting: \$305.00

IN THE MATTER OF CHANGE ORDER #1 FOR FY2013-FY2014 CDBG PAVING PROJECT (GREENVILLE CITY-JACKSON/KATZ. ROADS)

Mrs. Delaplane moved to approve; seconded by Mr. Stegall and all voted YEA.

CHANGE ORDER

To the Contractor:	NUMBER:	<u>1</u>
<u>Walls Bros. Asphalt Co., Inc.</u>	DATE:	<u>7/30/15</u>
<u>3690 Hollansburg-Sampson Road</u>	CONTRACT NO.:	<u>N/A.</u>
<u>Greenville, Ohio 45331</u>	PROJECT NAME:	<u>FY2013-FY2014 CDBG Paving Project</u>
	PROJECT LOCATION:	<u>Greenville, Ohio</u>

Circle one This original is for: OWNER ENGINEER CONTRACTOR OTHER Owner

The Contract is changed as follows:

Item Number	Description of Change	Increase/Decrease in Contract Price
	(Quantities, Unit Prices, Completion Schedule, Etc.)	
254 Planing	-616 SY @\$5.00 = \$(3080.00)	
407 tack	+ 20ga @ \$4.82 = \$96.40	
448 Surface	+144.09 Tn @ \$69.10 = \$9956.62	
Reclaimite	-6058SY @ .94 = \$(5694.52)	
total increase = \$10053.02		
total decrease = (8774.52)		
change order = \$1278.50		

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

Original Contract Sum:.....	\$ 69,655.99
Net change by previously authorized Change Orders:.....	\$ 0.00
Contract Sum including previous Change Orders:.....	\$ 69,655.99
This Change Order increases Contract Sum by:.....	\$ 1,278.50
The new Contract Sum including this Change Order will be:.....	\$ 70,934.49

The date of Final Completion as of the date of this Change Order is:..... Unchanged

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

ACCEPTED BY:	RECOMMENDED BY:	APPROVED BY:
<u>Walls Bros. Asphalt Co.</u>	<u>Michael Stegall</u>	<u>Michael W. Alford</u>
CONTRACTOR	ENGINEER	OWNER
<u>3690 Hollansburg-Sampson</u>	<u>on</u>	<u>Michael Stegall</u>
ADDRESS	ADDRESS	ADDRESS
<u>Greenville, OH 45331</u>		
BY <u>Perry Walls</u>	BY	BY <u>Quinn R. Delaplane</u>
DATE <u>7/30/15</u>	DATE	DATE <u>10/5/15</u>

IN THE MATTER OF CERTIFICATE OF APPOINTMENT OF COUNTY EMPLOYEE

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

I hereby certify that I have this day appointed Morgan Young to the position of Residential Counselor, in my Office of County MRTC (DEPUTY-CLERK-ETC.), at a salary of \$ 14.00 per hour. Said appointment is to take effect 10-5-2015, and the said salary to be paid bi-weekly (MONTHLY-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 1st DAY OF Oct, 2015.

SIGNED [Signature]
TITLE Director

Date: 10/1/15

IF CIVIL SERVICE EMPLOYEE, COMPLETE THE FOLLOWING:

APPROVED BY: [Signatures]
Board of Commissioners
Darke County

IN THE MATTER OF OHIO CHILDRENS TRUST FUND – GRANT AGREEMENT – WITH DARKE COUNTY BOARD OF COMMISSIONERS

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

ARTICLE I. PURPOSE; GRANT ACTIVITIES

A. Pursuant to Ohio Revised Code (ORC) 3109.17, the OCTF Board shall allocate funds for the purpose of funding child abuse and child neglect prevention. This Agreement is for the purpose of funding primary and secondary child abuse and neglect prevention programming, in accordance with ORC Section 3109.17. Primary prevention strategies are activities and services provided to the public designed to prevent or reduce the prevalence of child abuse and neglect before signs of abuse or neglect can be observed. Secondary prevention strategies are activities and services that are provided to a specific population identified as having risk factors for child abuse and neglect and are designed to intervene at the earliest warning signs of child abuse or child neglect, or whenever a child can be identified as being at risk of abuse or neglect.

GRANTEE will perform its responsibilities under this Agreement in accordance with their Plan approved by the OCTF Board. The responsibilities (Grant activities) include those activities in the GRANTEE's approved Plan and the activities as follows:

- 1. Complete and submit a semiannual program report to the OCTF Agreement Manager no later than January 31, 2016;
- 2. Complete and submit an annual program report to the OCTF Agreement Manager no later than August 15, 2016;

ARTICLE II. EFFECTIVE DATE OF THE GRANT

- A. This Agreement will be in effect from July 1, 2015, or upon signature of the OCTF Executive Director, whichever is later, through June 30, 2016, unless this Agreement is suspended or terminated prior to the expiration date.
- B. It is expressly understood by both OCTF and GRANTEE that this Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07 of the Ohio Revised Code (ORC), that there is a balance in the appropriation not already allocated to pay existing obligations. The OCTF Agreement Manager will notify GRANTEE when this certification is given.

ARTICLE III. AMOUNT OF GRANT/PAYMENTS

A. The total amount of the Grant is Seventeen Thousand, Six Hundred Thirty Dollars and 00/100 (\$17,630.00). OCTF will provide GRANTEE with funds in an amount up Seventeen Thousand, Six Hundred Thirty Dollars and 00/100 (\$17,630.00) for State Fiscal Year 2016 expressly to perform the Grant activities. GRANTEE understands that the terms of this Agreement do not provide for compensation in excess of the total amount listed in this section. GRANTEE hereby waives the interest provisions of ORC 126.30.

GRANT AGREEMENT (CONT.)

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS GRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE EXECUTIVE DIRECTOR OF THE OHIO CHILDREN'S TRUST FUND.

Darke County Board of Commissioners
520 South Broadway
Greenville, Ohio 45331

x Michael W. Rhoades
Authorized Signature (Blue Ink Please)
Michael W. Rhoades
Printed Name
10/5/15
Date

x Michael E. Stegall
Authorized Signature (Blue Ink Please)
Michael E. Stegall
Printed Name
10/5/15
Date

x Diane L. Delaplane
Authorized Signature (Blue Ink Please)
Diane L. Delaplane
Printed Name
10/5/15
Date

(ENTIRE GRANT AGREEMENT CAN BE SEEN IN FULL IN THE 2015 CONTRACT AND/OR JUVENILE COURT FILES)

IN THE MATTER OF RESOLUTION (R-253-2015) AND IV-D CONTRACT APPROVAL FOR CLERKING SERVICES BETWEEN DARKE COUNTY CLERK OF COURTS AND JFS/CHILD SUPPORT ENFORCEMENT

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

BE IT RESOLVED that the Darke County Board of Commissioners HEREBY authorizes the IV-D Service Contract expenditures to the Darke County Clerk of Courts for Clerking services for the period of October 1, 2015 through September 30, 2016 and certifies that funds are available within the Child Support Enforcement funding to cover the cost of this contract.

Approved:

Michael W. Rhoades
Michael E. Stegall
Diane L. Delaplane
Darke County Commissioners

IV-D Contract Terms:

- 1. IV-D Contract Period:** The IV-D Contract is effective from OCTOBER 1, 2015 through SEPTEMBER 30, 2016, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- 2. Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: SEE EXHIBIT 1, DEFINITION OF UNIT OF SERVICE.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
- 3. Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative <u>DR</u>	Initials of Authorized Court Representative <u>CP</u>
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IV-D SERVICE CONTRACT (CONT.)

4. IV-D Contract Costs:

- 4A. Unit Rate:** The Unit Rate for this IV-D Contract is \$34.71 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. Total IV-D Contract Cost: The Total IV-D Contract Cost is \$41,656.02

- 5. Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:**

	Amount	Source
Non-Federal Share	\$14,163.04	Local Sources
FFP Reimbursement	\$27,492.98	
Total IV-D Contract Cost	\$41,656.02	

(ENTIRE CONTRACT CAN BE SEEN IN FULL IN THE 2015 CONTRACT AND/OR JOB & FAMILY SERV. DEPT. FILES)

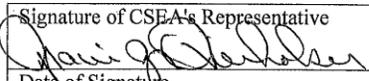
- 24F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

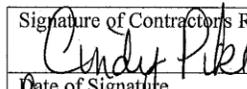
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

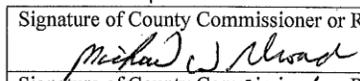
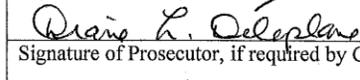
- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative  Date of Signature 9-29-15	Printed Name of CSEA's Representative GRACIE G. OVERHOLSER
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Signature of Contractor's Representative  Date of Signature September 30, 2015	Printed Name of Contractor's Representative Cindy Pike Printed Street Address of Contractor 504 South Broadway Printed City, State, and Zip Code of Contractor Greenville, OH 45331
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Signature of County Commissioner or Representative 	Date of Signature 10-5-15
Signature of County Commissioner or Representative 	Date of Signature 10/5/15
Signature of County Commissioner or Representative 	Date of Signature 10-5-2015
Signature of Prosecutor, if required by County Commissioners	Date of Signature

IN THE MATTER OF RESIGNATION OF MAINTENANCE WORKER

Mrs. Delaplaine moved to approve the following Resignation; motion seconded by Mr. Stegall and all voted YEA.

To: Darke County Commissioners, Darke County, Greenville, Ohio

Shawn T. Swabb resigned his position as Maintenance Worker effective September 15th, 2015, verbally to Marty Munchel without notice.

Submitted by: **John M. Cook**
Business Administrator
Darke County Commissioners Office

Date: **October 2nd, 2015**

PAYROLL DEPARTMENT

I hereby certify that the above employee is entitled to be paid thru **September 14th, 2015.**

This includes **31** hours of paid vacation time.

and **0** hours of paid comp time.

Said employee has accumulated to their credit **.46** hours sick leave

In collecting paid sick leave, the employee acknowledges the *surrender* of all unused sick leave, *regardless* of any future employment by State, County, or local governmental agencies.

No Fringe Benefits

 Michael J. Wood
Signature of Elected Official/Dept Head

Date: **10/5/15**

IN THE MATTER OF PROCLAMATION FOR DOMESTIC VIOLENCE AWARENESS MONTH

Whereas, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and elderly.

Whereas, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences, and

Whereas, the impact of domestic violence is wide ranging, directly effecting individuals and society as a whole, here in this community, throughout the United States and the world, and

Whereas, it is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home.

Now therefore, in recognition of the important work done by domestic violence programs, I do hereby proclaim the month of October to be *National Domestic Violence Awareness Month* and urge all citizens of Darke County to actively participate in scheduled activities and programs to work toward improving victims safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Signed *Michael J. Wood*
 Michael E. Stegall
 Diane R. Ollaplane

Dated **October 5, 2015**

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

**None

MR. STEGALL MOVED TO ADJOURN; SECONDED BY MRS. DELAPLANE AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:44 P.M.

MICHAEL W. RHOADES

ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

MICHAEL E. STEGALL

PATRICIA S. HARTER, ASSISTANT CLERK/SECY.

DIANE L. DELAPLANE,
DARKE COUNTY BOARD
OF COMMISSIONERS

IN THE MATTER OF FURTHER DISCUSSION BY THE BOARD

**All Commissioners met with Rhonda Williams and Regional Director Barb Brahm of OSU Extension regarding staffing and budget.

**All Commissioners, Animal Control Officer Duane Sanning and Friends of the Shelter Volunteer Bob Harshbarger all met with Bark Animal Rescue members Carolyn Conner & Carla Hill-Clark in reference to their presentation of ideas for the Animal Shelter.