

WEDNESDAY, NOVEMBER 30, 2016

THE BOARD OF DARKE COUNTY COMMISSIONERS MET IN REGULAR SESSION AT 1:30 P.M. WITH MEMBERS PRESENT: Chairman Michael E. Stegall, Vice Chairman Diane L. Delaplane and Member Michael W. Rhoades; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; Tom Pitman, Darke Co. Veterans Commission; Susan Hartley w/Earlybird; Erik Martin and Carolyn Harmon w/Daily Advocate; and Alex Mikos w/TIGER Radio.

Minutes of Monday, November 28, 2016: Mrs. Delaplane moved to approve the minutes as read; motion seconded by Mr. Rhoades and ALLvoted YEA.

IN THE MATTER OF RESOLUTION (R-318-2016) 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 November 30, 2016 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 67,357.47 + \$ 21,213.20 (BOE); Outside General Funds \$ 47,230.35; for a Grand Total of \$ 135,801.02; are hereby approved for payment.

Michael W. Rhoades

Diane L. Delaplane

Michael W. Rhoades
Board of Darke County Commissioners

IN THE MATTER OF RESOLUTION (R-319-2016) ENACTING SECTIONS 317.241 AND SECTIONS 317.242 OF THE OHIO REVISED CODE TO ALLOW THE DARKE COUNTY VETERANS SERVICE OFFICE TO ISSUE OHIO VETERANS IDENTIFICATION CARDS

BE IT RESOLVED, that the Darke County Veterans Service Office may issue those individuals who have met the following requirements a Veterans Identification Card:

- 1) Presented the individual's armed forces discharge record for recording in the record of discharges in the office of the county recorder;
- 2) Provided, while appearing in person at the Darke County Recorder's Office or county veterans service office, two forms of current and valid identification, at least one of which bears a photograph of the individual;
- 3) Submitted to the Darke County Veterans Service Office Proof from the Darke County Recorder that the individual's armed forces discharge record has been recorded.

If the Darke County Veterans Service Office maintains access to the state and federal military service verification system, the county veterans service office, shall confirm before issuing a veterans identification card that the individual's armed forces discharge record exists in the system's database and does not indicate the individual was dishonorably discharged.

WHEREAS, that an Ohio Veterans Identification Card will expire ten years after the date of issuance. A veteran whose identification card has expired may apply to the Darke County Veterans Service Office for the issuance of a new identification card, and a veteran whose current card has been lost or damaged may apply to the Darke County Veterans Service Office for a replacement identification card, by meeting the requirements.

WHEREAS, the following documents are valid forms of identification:

- 1) An original or a certified birth certificate;
- 2) An identification card issued by the United States department of veterans affairs;
- 3) A United States military identification card;
- 4) A social security card;
- 5) A license or permit to carry a concealed weapon issued by this state or any other state;
- 6) A motor vehicle operator's license issued by this state or any other state that bears a photograph of the licensee;
- 7) An identification card issued by this state or any other state that bears a photograph of the individual identified;
- 8) A valid passport that bears a photograph of the individual to whom the passport was issued;
- 9) A United States armed forces discharge record.

WHEREAS, an Ohio Veterans Identification Card shall conform to the material and design standards established by the Ohio Recorders Association in consultation with the

County Commissioners' Association of Ohio and Ohio State Association of County Veterans Service Officers. Darke County Veterans Services shall follow the design standards established pursuant to Sec. 317.242.

WHEREAS an applicant for an Ohio Veterans Identification Card shall be photographed in color at the time the application for the card is made. The Darke County Veterans Service Office shall provide the necessary equipment to take a color photograph of an applicant for an Ohio Veterans Identification Card. Photographic records of the Darke County Veterans Service Office that are obtained under this section are the property of the Darke County Veterans Service Office.

WHEREAS, all application materials, including applications, photographs, documents, or other information submitted with an application or obtained by the Darke County Veterans Service Office are not public records under section 149.43 of the Ohio Revised Code. The Darke County Veterans Service Office may only release application materials as follows:

- 1) To a state, local, or federal governmental agency for criminal justice purposes or to a court for any purpose arising in the court;
- 2) To the Department of Veterans Services, but only if the veteran gives prior signed written approval;
- 3) To a County Veterans Service Commission, but only if the veteran gives prior signed written approval.

A governmental agency, a court, the Department of Veterans Services, or a County Veterans Service Commission to which application materials have been released shall maintain the confidentiality of those materials.

WHEREAS, the Darke County Veterans Service Office may accept donations, in the form of supplies and equipment, to be used in the production of Ohio veterans identification cards.

NOW, THEREFORE, it is hereby RESOLVED to enact sections 317.241 and 317.242 of the Ohio Revised Code to authorize the Darke County Veterans Service Office with the approval of the Darke County Board of County Commissioners, to issue Ohio Veterans Identification Cards.

It was moved by the Mrs. Delaplaine the adoption of this Resolution and seconded by Mr. Rhoades

Signed this 30th day of November, 2016

Darke County Board of County Commissioners

Michael D. Rhoades
Quinn R. Delaplaine
Michael D. Rhoades

IN THE MATTER OF RESOLUTION (R-320-2016) TRANSFER OF APPROPRIATIONS (VARIOUS COUNTY OFFICES)

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 Adult Probation Dept.: Needing money to cover bills

\$ 2,000.00	Contracts	#001-2110.533030	Office Supplies	#001-2110.520100
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DC Auditor (Various Accts.): to cover benefits for remainder of year

\$ 5.00	Health Ins.	#001-8031.511000	Life Insurance	#001-2600.511003
\$ 240.00	"	#001-6020.511000	Life Insurance	#001-6010.511003
\$ 1.00	"	#001-8031.511000	Bene Admin. Fee	#001-2500.511085
\$ 1.00	"	"	"	#001-5210.511085
\$ 40.00	Bene Admin. Fee	#001-6020.511085	"	#001-6010.511085
\$ 1.00	Health Ins.	#001-8031.511000	"	#001-8000.511085
\$ 61.00	"	"	Health Insurance	#001-2500.511000
\$ 20.00	"	"	"	#001-5210.511000
\$ 3,400.00	"	#001-6020.511000	"	#001-6010.511000
\$ 60.00	"	#001-8031.511000	"	#001-6100.511000
\$ 2.00	"	"	"	#001-8000.511000
\$ 720.00	"	"	"	#001-1000.511000
\$ 160.00	"	"	"	#001-1100.511000
\$ 100.00	"	#001-8031.511010	"	#001-1300.511000
\$ 15.00	"	#001-2300.511000	"	#001-2200.511000
\$ 10.00	"	#001-2300.511000	"	#001-2201.511000
\$ 31.00	"	#001-8031.511000	"	#001-2400.511000
\$ 8.00	"	"	Bene Admin. Fee	#001-1000.511085
\$ 1.00	"	"	"	#001-1006.511085
\$ 2.00	"	"	"	#001-1100.511085
\$ 1.00	"	"	"	#001-1300.511085
\$ 1.00	"	"	"	#001-1510.511085
\$ 1.00	"	"	"	#001-1517.511085

RESOLUTION (R-320-2016) CONT.

DC Soil & Water: to cover benefits for remainder of year

\$ 1.00	Salary FT	#550-3000.510020	Term Sick	#550-3000.511060
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DC Ditch Maint.: approp. needed for labor charges

\$ 200.00	Bldg. Maint. Supply	#135-3010.520000	M & Equip. - \$5000.	#135-3010.520160
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Mr. Rhoades moved; and Mrs. Delaplane seconded the resolution and ALL voted as follows:

Michael Styal (YEA)

Quinn Delaplane (YEA)

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

Robin Blinn
Robin R. Blinn
Administrative Clerk/Secretary

IN THE MATTER OF RESOLUTION (R-321-2016) TRANSFER OF APPROPRIATIONS AND FUND TRANSFER (DARKE CO. SOUTH INDUSTRIAL PARK'S BOND PAYMENT) 2 STEPS

"Transfer of Appropriations" Step 1 of 2

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:

Darke Co. Comm.'s: Revenue being transferred to "Co. South Industrial Park" bond

\$ 18,180.18	Other Operating	#302-1064.538130	Transfer Out	#302-1064.591000
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"Fund Transfer" Step 2 of 2

WHEREAS, Commissioners are requesting that the following be transferred into the funds shown below; we therefore

RESOLVE, the following be done:

FROM:

TO:

Darke Co. Comm.'s: Transfer to "Co. South Industrial Park" Bond

\$ 18,180.18	Transfer Out	#302-1064.591000	Transfer In	#214-1065.491000
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Mrs. Delaplane moved; and Mr. Rhoades seconded the resolution and ALL voted as follows:

Michael Styal (YEA)

Quinn Delaplane (YEA)

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

Robin Blinn
Robin Blinn,
Administrative Clerk/Secy.

IN THE MATTER OF RESOLUTION (R-322-2016) FUND TRANSFER (DARKE CO. JFS/CSEA) SUPPORT FOR DECEMBER 2016

WHEREAS, the Board of Darke County Commissioners met in "Regular Session" on December 30, 2015, and signed Resolution (R-339-2015), for approval of the 2016 Annual Appropriations; and

WHEREAS, per the Budget's Estimated Receipts and Appropriations; we therefore

RESOLVE, the following transfer needs to be made:

JFS (Children Services) - Support for December 2016

\$59,712.75

From: County Fund-#001-8070.591028

To: Child. Serv.-#151-5101.491000

Mr. Rhoades moved the resolution; and Mrs. Delaplane seconded the resolution and ALL voted as follows:

Michael [Signature] (YEA)

Joan Delaplane (YEA)

Michael Rhoades (YEA)
Board of Darke County Commissioners

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

IN THE MATTER OF DARKE COUNTY-NORTH FARM PASTURE LEASE FOR 2017 THRU 2021

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

This lease entered into this 30th day of November, 2016, between the Darke County Commissioners, Landlords, of the Darke County North Farm located at:

Farm Address: Children's Home – North Farm
hereafter known as "the landlord,"

and Ivan Garber, Tenant, of the Darke County North Farm.

Located at:

Tenant's Address: 229 Oakwood, Greenville, OH
hereafter known as "the tenant."

I. PROPERTY DESCRIPTION

The landlord hereby leases to the tenant, to occupy and use for pasture purposes, the following described property: Pasture located on the Darke County Farm (Location of pasture) consisting of approximately 30 acres.

II. GENERAL TERMS OF LEASE

A. Terms.

(Five (5) year) Lease. The term of this Lease shall commence on the 1st day of January, 2017, and ending on the 31st day of December, 2021. At a fee of \$ 1,100.00 a year.

B. Review of lease. A request for general review of the lease may be made by either party at least 7 days prior to the final date for giving notice to terminate the lease.

C. Amendments. Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant.

D. No partnership created. This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.

E. Binding on heirs. The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties, except as provided by mutual written agreement otherwise.

F. Transfer of property. If the landlord should sell or otherwise transfer title to the farm, such action will be done subject to the provisions of this lease.

G. Right of entry. The landlord, as well as agents and employees of the landlord, reserve the right to enter the farm at any reasonable time for purposes (a) of consultation with the tenant; (b) of making repairs, improvements, and inspections; and (c) after notice of termination of the lease is given, of performing customary seasonal work, none of which is to interfere with the tenant in carrying out regular operations.

H. Additional agreements regarding term of lease: The tenant may extend the period of the lease by notifying the landlord 7 days prior to the termination of the lease.

III. OPERATION AND MAINTENANCE

A. The livestock owner agrees:

- (1) Not to pasture livestock that continues to break through fences. Should any animal be found outside the pasture on at least three occasions, the pasture owner may request its removal.
- (2) Not to assign rights and duties under this lease without the written consent of the pasture owner.

PASTURE LEASE (CONT.)

B. Both agree:

- (1) Not to obligate the other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for the debts or liabilities incurred, or for damages caused by, the other party.
- (2) The landlord is not liable for any death losses that may occur during the rental period.
- (3) Responsibilities. Additional responsibilities for each party shall be divided as follows:

	Landlord	Tenant
Furnish labor for repair of fences.		X
Furnish materials for repair of fences.	X	
Supervise supply of water to livestock.		X
Furnish labor for repair of water system.		X
Materials for repair of water system	X	
Furnish salt & mineral		X
Return stray animals to pasture.		X
Call veterinarian in case of emergency.		X
Furnish supplementary feed, if needed.		X
Pay veterinary expenses		X
Mow noxious weeds		X

IV. RENTAL CALCULATIONS AND PAYMENT SCHEDULE

The tenant owner agrees to pay for use of the property described in paragraph I. Total rent of **\$ 1,100.00** shall be paid as follows: **\$ 1,100.00** on or before the **30th day of May (of each yr.) 2017 thru 2021.**

If rent is not paid when due, the tenant agrees to pay interest on the amount of unpaid rent at the rate of 10% percent per annum from the due date until paid.

V. OPTION TO LESSOR TO TERMINATE LEASE:

That if, during the term of this Lease, the Lessor determines for any reason that it would best serve the publics' interest to terminate the Lease, the Lessor may terminate this Lease by giving **30** days' written notice to Lessee, and the Lessee agrees to surrender and deliver up the premises to the Lessor; provided, however, that the Lessor shall, upon termination, pay to the Lessee the sum of **\$ 1,100.00**. The Lessee agrees to execute and deliver to the Lessor any instrument which may be reasonably requested by the Lessor to evidence such termination.

VI. ARBITRATION OF DIFFERENCES

Any differences between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The committee's decision shall be accepted by both parties.

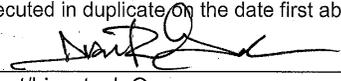
VII. INDEMNIFICATION:

Lessee (Tenant) shall indemnify and hold harmless Lessor (Landlord), Darke County, 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, diseases or death, or injury to or destruction of tangible property including the loss of use resulting there from, caused in whole or part by the negligent act or omission of the Lessee (Tenant), and sub-lessee, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Lessee (Tenant) further agrees to defend Lessor (Landlord), Darke County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with the Property.

VIII. LIABILITY INSURANCE:

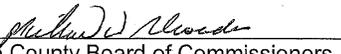
Lessee (Tenant) shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property arising out of the use of the Property, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Lessee shall carry liability limits not less than \$1,000,000 per occurrence and shall name Lessor as an additional insured.

Executed in duplicate on the date first above written:

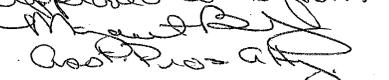
X 
 Tenant/Livestock Owner

X 

X Quinn R. Delaplaine

X 
 Darke County Board of Commissioners,
 (Landlord/Pasture Owner)

Dated: 11/30/16

Approved as to form:

 Notary Public

IN THE MATTER OF GENERAL SERVICES – AMENDMENT #1 AGREEMENT BY AND BETWEEN STANTEC AND BOARD OF DARKE COUNTY COMMISSIONERS FOR COUNTY AIRPORT

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

Reference: General Services Agreement
Amendment No. 1 to General Services Agreement dated December 10, 2015

This Amendment No. 1 extends the period of service contained in the General Services Agreement dated December 10, 2015 (a copy of which is attached) for the period October 1, 2016 through September 30, 2017, subject to the same terms and conditions contained in the original agreement. Fees for services performed under this Amendment by Consultant at the request of Client shall be at the current billing rates of the employees providing services but shall not exceed those rates contained in the following Rate Table, and shall not exceed a total of 4,000 without approval of Client:

RATE TABLE	
ITEM	RATE (maximum)
Project Manager	\$172 / hour
Project Engineer	\$130 / hour
Airports Engineer	\$85 / hour
Designer	\$80 / hour
CAD Technician	\$70 / hour
Word Processor / Typist	\$56 / hour
Personal Vehicle Mileage (current IRS rate)	\$0.57 / mile
Automobile Rental	Actual Cost, not to exceed \$40.00 per day, plus gasoline

Proposed By: STANTEC CONSULTING SERVICES INC. (CONSULTANT)

By: Jeffrey R. Kramer, P.E. - Associate
(Name and Title)

Signature: 

Date: 11-21-16

Reference: General Services Agreement
Amendment No. 1 to General Services Agreement dated December 10, 2015

Accepted By: DARKE COUNTY BOARD OF COMMISSIONERS (CLIENT)

By: Michael W. Rhoades
(Name)

Signature: 

Date: 11/30/16

By: Michael E. Stegall
(Name)

Signature: 

Date: 11/30/16

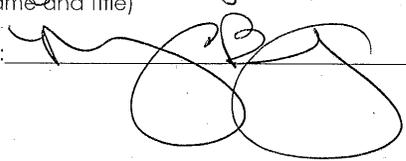
By: Diane L. Delaplane
(Name)

Signature: 

Date: 11/30/16

Approved As To Form:

By: Margaret B. Hayes, Assol. Proc. Atty
(Name and Title)

Signature: 

Date: 11-30-16

IN THE MATTER OF CONSTRUCTION CONTRACT (C-7-2016) BY AND BETWEEN THE BOARD OF DARKE COUNTY COMMISSIONERS AND FLORA EXCAVATING, INC. FOR PROJECT KNOWN AS "MOORMAN DITCH-1ST ADDITION"

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

Article 1. WORK

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

Project consists of installation of conduits, catch basins, and inlets. Associated with this work will be the crossing of Beamsville-Webster Road, eight aggregate drives and one asphalt drive, one drive and the road which will require asphalt pavement replacement.

Completion date for this project shall be on or before May 15, 2017.

Article 2. CONTRACT TIME

2.1 The Contract time to fully complete the project shall be: from December 5, 2016 until May 15, 2017.

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: Forty two thousand two hundred twenty seven dollars (\$42,227.00), but in accordance with actual quantities used as per the unit prices bid per each.

(ENTIRE CONTRACT CAN BE SEEN IN FULL IN THE '16 CONTRACT AND/OR MOORMAN DITCH FILES)

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

OWNER

CONTRACTOR

DARKE COUNTY COMMISSIONERS

FLORA EXCAVATING, INC.

DARKE COUNTY, OHIO

Michael Delaplane
Rhoades
Delaplane

by *Edward L. Ross*
Title: *Sec. - Treas.*

Address for giving notices:

Address for giving notices:

520 South Broadway
Greenville, Ohio 45331

6914 US RT 36 E.
Greenville, Ohio 45331

IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (DARKE Co. MUNICIPAL COURT)

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

Attending: The Supreme Court of OH Judicial College – Defensive Tactics/November 2 & 3, 2016/London, OH/Nicholas Moyer
Transportation: \$93.60/Total for meeting: \$93.60

IN THE MATTER OF RESOLUTION (R-323-2016) FUND ADVANCE

WHEREAS, Darke Co. Grants/Commissioners are requesting that the following "Fund Advances" be completed: "to cover expenses (will advance back when revenue is rcvd.)"; and

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

RESOLUTION (R-323-2016)

2015 FAA Grant:

\$ 1,950.00.	From: #001-8070.590000 (Advance Out)	To: #457-8003.490000 (Advance In)
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2016 FAA Grant:

\$ 2,770.92	From: #001-8070.590000 (Advance Out)	To: #458-8003.490000 (Advance In)
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Mrs. 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 PAY INS

Pay In#088752	Received of Commissioners	Co.-Crown Communications – rent for December	\$912.53
Pay In#088754	Received of Commissioners	Co. Airport-Nov. '16 rent – B1	\$105.00
Pay In#088786	Received of Commissioners	Co. Health Ins.-Nov. – for Dec. employee share	\$46,296.40
Pay In#088787	Received of Commissioners	Co. Airport-Dec. rent – A6 & HL1	\$160.00
Pay In#088792	Received of Solid Waste	Tipping Fees – Rumpke for October	\$21,140.88
Pay In#088793	Received of Solid Waste	Tipping Fees – Best Way for Oct.	\$2,062.72
Pay In#088794	Received of Solid Waste	Tipping Fees – Republic Svc for Oct. '16	\$1,380.88
Pay In#088795	Received of Solid Waste	Tipping Fees – Republic Svc for Oct. '16	\$292.72
Pay In#088798	Received of Commissioners	Co. Health Ins.-Nov. for Dec. employer life	\$1,227.24
Pay In#088816	Received of Commissioners	Co. Airport-hangar rent-Borgerding & Hocker	\$160.00
Pay In#088821	Received of Commissioners	Co. Vehicle Maint.-charges for service	\$23.39

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

**Erik Martin w/DailyAdvocate & Alex Mikos w/TIGER Radio: Both wanted information regarding the Veteran's Office issuing ID Cards to veterans. (Discussion available on .mps file dtd 113016)

MR. RHOADES MOVED TO ADJOURN AT 1:50 P.M.; SECONDED BY MRS. DELAPLANE AND ALL VOTED YEA.

ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

MICHAEL E. STEGALL

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

**Commissioner Delaplane attended the Darke County Visitor's Bureau mtg.

**All Commissioners met with DC Clerk of Courts, Municipal Court, Emergency Management, Darke Co. Solid Waste & Veterans, all separately for their 2017 Appropriations.