

WEDNESDAY, DECEMBER 23, 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 Commissioner Member Diane L. Delaplane; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; and DC Citizen Fred Dean.

Minutes of Monday, December 21, 2015: Mrs. Delaplane moved to approve the minutes as read; seconded by Mr. Stegall and all voted YEA.

IN THE MATTER OF RESOLUTION (R-335-2015) EXAMINATION AND ALLOWANCE OF BILLS

County Bills Approved

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

The attached vouchers dated December 23, 2015 for County Bills, including any

"Then & Now" Certificates, in the amount of the General Fund \$ 29,504.93;

Outside General Funds \$ 136,844.93; for a Grand Total of \$ 166,349.86;

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-336-2015) TRANSFER OF APPROPRIATIONS (DC BOARD OF ELECTIONS)

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 Board of Elections: to cover last medicare payment of year

\$ 11.00	Other Operating	#001-1040.538130	Medicare	#001-1040.511010
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Mrs. Delaplane moved; and Mr. Stegall 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 CONSTRUCTION CONTRACT BY AND BETWEEN THE BOARD OF DARKE COUNTY COMMISSIONERS AND BUSCHUR ELECTRIC, INC.

Mr. Stegall 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:

Village of New Madison – Water Plant Electrical Power & Controls Upgrade

Article 2. CONTRACT TIME

2.1 The Contract time to fully complete the project shall be **August 1, 2016** or 258 consecutive calendar days following the effective date of the contract.

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:

One Hundred Sixty Five Thousand Nine Hundred Eighty Dollars (\$165,980.00)

PY2014 CDBG Critical Infrastructure Grant Funding

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 THRU 6.1 CAN BE SEEN IN FULL IN THE 2015 CONTRACT FILE AND/OR GRANTS DEPT. FILE)

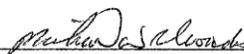
6.2 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.

6.3 Contractor acknowledges that it is an independent contractor and was notified that it and all its employees are not "Public Employees". Contractor further agrees to be responsible for notifying all of contractor's employees who provide services to Darke County that they are not public employee's and will not have contributions made to OPERS.

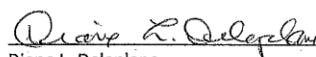
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor.

OWNER

**BOARD OF COUNTY COMMISSIONERS
DARKE COUNTY, OHIO**

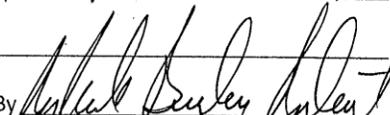

Michael W. Rhoades, Chairman


Michael E. Stegall, Vice Chairman


Diane L. Delaplane

CONTRACTOR

Buschur Electric Inc.

By 

Title: President

Address for giving notices:

P.O. Box 107
Minster, OH 45865

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

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

#185-7010.538000 (MANDATORY)
Attending: PY16 CHIP Application Training/Jan. 19, 2016/Dublin, OH/Jeff Marshall
Transportation: \$70.00/Meals: \$35.00/Estimated total for meeting: \$105.00

IN THE MATTER OF AUTORIZATION OF MEETING EXPENSES (COMMON PLEAS)

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

#001-2100.532000 (RECOMMENDED)
Attending: Judicial Advisory mtg./Jan. 28, 2016/Dayton, OH/Judge Jonathan P. Hein
Transportation: \$36.00/Meals: \$35.00/Estimated total for meeting: \$71.00

IN THE MATTER OF AGREEMENT BY AND BETWEEN THE DARKE COUNTY PUBLIC DEFENDER COMMISSION AND INDIGENT LEGAL ASSISTANCE FUND FOR 2016

Mrs. Delplane moved to approve the agreement, but stated her concerns about the last few year they have increased the Agreement considerably and that we need to look into having our own Public Defender Office; motion seconded by Mr. Rhoades, stating that he has looked into the possibility of having our own Public Defender Office but after checking on some costs found that after you hire a couple of Attorneys, Secretary, provide office space, pay utilities etc., that he could not find it feasible in the County funding that office; and all voted YEA.

This Agreement is made and entered into in Greenville, Ohio, this 23rd day of December, 2015 by and between the Darke County Public Defender Commission, Greenville, Ohio (hereinafter referred to as Commission), and the Indigent Legal Assistance Fund of West Central Ohio (hereinafter referred to as ILAF).

WHEREAS, by resolution duly passed by the Darke County Commissioners on November 24, 2003, the Darke County Public Defender Commission was created; and

WHEREAS, the Commission is obligated by Section 120.14 of the Ohio Revised Code to provide for counsel to represent indigent persons in the proceedings set forth in division (A) of Section 120.16 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 120.14 of the Ohio Revised Code, the Commission may contract with a non-profit corporation for the provision of services in accordance with Sections 120.14 and 120.33; and

WHEREAS, ILAF has the primary purpose of providing legal representation to indigent persons and is in a position to provide competent legal counsel to indigents in criminal and certain other juvenile matters;

WHEREAS, the Commission desires to contract with ILAF, and ILAF desires to undertake the statutory obligations of the County Public Defender;

NOW THEREFORE, in consideration of the mutual promises of the parties set forth herein; the parties agree that:

- 1. The term of this Agreement shall be from **January 1, 2016, to December 31, 2016;**

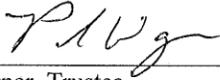
(AGREEMENT CAN BE SEEN IN FULL IN THE Co. 15 CONTRACT AND/OR PUBLIC DEFENDER FILE)

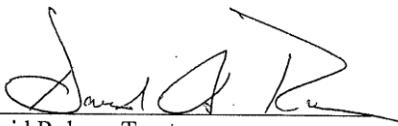
14. In order to comply with OAC 120-1-07, Darke County shall create and fund an account in the amount of \$10,000.00 for the use of the ILAF Independent Contractors to acquire the services of investigators and other support professionals. Requests for expenditures from this account must be approved by the Court. Any amount left over at the end of the contract will be carried over to the next year or returned to the County.

15. ILAF, and its independent contractors, may request payment in addition to that under this Agreement for cases that require an extraordinary amount of time and preparation. The requests for such consideration must be approved in advance by the Judge assigned to the case.

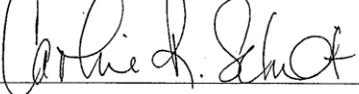
20. Darke County shall pay to ILAF for services provided hereunder the Contract amount of \$295,020.00 to be paid in equal monthly installments of \$24,585.00 on or before the Wednesday of the first full week of each month thereafter during the period of this Agreement. Said sums shall be appropriated by the Board of Commissioners of Darke County and be available to meet the requirements under this Agreement.

Indigent Legal Assistance Fund of West Central Ohio

By: 
Paul Wagner, Trustee

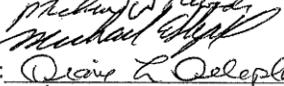
By: 
David Rohrer, Trustee

Darke County Public Defender Commission

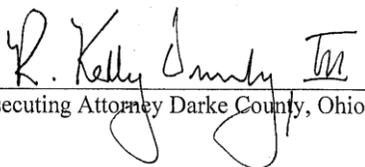
By: 

Approved:

Board of Commissioners Darke County, Ohio


By: Debra L. Delaplane
dtd. 12/23/2015

Approved as to form:

By: 
Prosecuting Attorney Darke County, Ohio

IN THE MATTER OF AGREEMENT BY AND BETWEEN DARKE COUNTY JOB & FAMILY SERVICES AND GREENVILLE CITY SCHOOLS FOR "TAKING CHARGE OF YOUR LIFE" SERIES PROGRAM

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

1. **PURCHASE OF SERVICES:** Darke County Job & Family Services agrees to purchase and the Provider agrees to furnish to eligible work activities participants throughout the time of this agreement period multiple supportive services.(ex: educational/job training classes) DCJFS agrees to verify that reimbursable services to vulnerable families for TANF are at or below 200% poverty for any TANF related services. DCJFS will also verify any other forms of reimbursed supportive service needs. (i.e. but not limited to WIA, TXX.,F.A.)

The target population is any resident of Darke County that meets the eligibility criteria of the Darke County JFS work activity/WIA programs with TANF related appointments being priority. In addition to, but not limited to, at-risk families who are experiencing crisis and family problems, children with the potential of being placed in an out-of-home placement, disabled, and adults with felonies, or court referred participants. The provider agrees to obtain prior approval from DCJFS before rendering educational/job training classes and will submit an itemized monthly invoice to DCJFS. DCJFS will provide the needed materials for class participants.

2. **CONTRACT PERIOD:** This contract will be effective from January 2nd, 2016 through December 31, 2016 with renewal agreement option between both parties for an additional 1 year period.

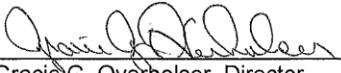
3. **AVAILABILITY OF FUNDS :** Darke County Job & Family Services agrees to reimburse the Provider for allowable service described in Article I. All reimbursements shall solely consist of funds available through the Ohio Department of Jobs & Family Services, and any and all other grants obtained from other agencies. The Provider must demonstrate that request for reimbursements are costs directly associated and essential to provide services to eligible participants, and do not duplicate claims made by Provider to other sources of funds for the same services. All shared program costs not within the eligible criteria must be identified as non-reimbursable.

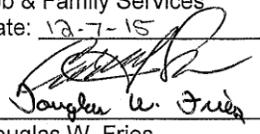
4. **PAYMENT FOR PURCHASED SERVICES:** The Provider will, within 15 days of the end of each service month, submit an invoice to DCJFS covering purchases rendered to participants. Invoices shall include actual monthly expenditures and the number of participants served by category of service described in Article I. The reported expenditures submitted are subject to adjustment by DCJFS before payment is initiated within thirty days to correct inconsistencies and to delete cost of non-covered services.

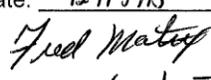
(ARTICLE 5 THRU 20 CAN BE SEEN IN FULL IN THE Co. 15 CONTRACT AND/OR PUBLIC DEFENDER FILE)

Agreement (cont.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 7th day of December, 2015.


 Gracie G. Overholser, Director
 Job & Family Services
 Date: 12-7-15


 Douglas W. Fries
 Greenville City Schools
 Date: 12/17/15


 12/17/15


 Michael W. Rhoades
 Darke County Commissioners
 Date: 12-23-15

IN THE MATTER OF PAY INS

Pay In#083071	Received of Commissioners	Co. Airport-Hangar rent (M.Siegel-Dec.) Workman-Dec./Jan.'16	\$240.00
Pay In#083072	Received of Commissioners	Co. Health Ins.-Wellness initiatives for 2015	\$3,407.98
Pay In#083093	Received of Commissioners	Co. Health Ins.-1% Admin. Fee for December 2015	\$1,248.96
Pay In#083094	Received of Commissioners	Co.-Dec. Salary/Benefit reimb. for J. Cook	\$1,699.70
Pay In#083104	Received of Commissioners	Co. Health Ins.-Employee share – Dec. for Jan. '16	\$283.26
Pay In#083105	Received of Commissioners	Co. Health Ins.-Employer share	\$ 45,435.08
Pay In#083106	Received of Commissioners	Co. Airport-Bishop hangar rent for Dec. & Jan. 2015	\$70.00
Pay In#083122	Received of Commissioners	Co.-DC BDD Reimb. share of Northtown water/sewer	\$1,594.18
Pay In#083137	Received of Commissioners	Co. Airport-Jan. '16 rent – Stump & Roderer	\$185.00
Pay In#083138	Received of Solid Waste	Tipping Fees – Republic Svc. for November '15	\$926.82
Pay In#083139	Received of Solid Waste	Tipping Fees – Republic Svc. For November'15	\$1,215.78

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

**Fred Dean (DC Citizen): Had a question for the Commissioners regarding the last Agreement that was signed regarding the "Taking Charge of your Life" Classes between JFS and Greenville Schools. What exactly is that Agreement about? Commissioner Stegall advised that it is a class for adults basically that want to learn a new trade etc. It is funded through a grant that the Job & Family Services Dept. is taking care of.

MRS. DELAPLANE MOVED TO ADJOURN; SECONDED BY MR. STEGALL AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:37 P.M.

ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

PATRICIA S. HARTER, ASSISTANT CLERK/SECY.

MICHAEL W. RHOADES

MICHAEL E. STEGALL

**DIANE L. DELAPLANE,
 DARKE COUNTY BOARD
 OF COMMISSIONERS**

IN THE MATTER OF FURTHER DISCUSSION BY THE BOARD

**None