THE BOARD OF DARKE COUNTY COMMISSIONERS MET IN REGULAR SESSION AT 1:30 P.M. WITH MEMBERS PRESENT: Commissioners Michael E. Stegall, Diane L. Delaplane & Michael W. Rhoades; Robin Blinn, Adm. Clerk/Secretary; and Patty Harter; Asst. Clerk/Secretary; Jeff Marshall, Community Development/Grants Coordinator; Alex Mikos w/TIGER Radio; Ryan Carpe w/Daily Advocate; Bob Robinson w/Ball Publishing/Early Bird.

Mrs. Delaplane moved to approve the minutes of Monday, June 10, 2013; motion seconded by Mr. Rhoades and all voted YEA.

IN THE MATTER OF EXAMINATION AND ALLOWANCE OF BILLS

Mr. Rhoades moved to approve the following vouchers for payment; motion was seconded by Mrs. Delaplane and all voted YEA.

145 entries	County-$28,934.00	Other-$431,977.79	Total: $460,911.79

IN THE MATTER OF RESOLUTION (R-97-2013) AUTHORIZING THE FILING OF DARKE COUNTY'S FY2013 COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG) FOR THE ALLOCATION, NEIGHBORHOOD REVITALIZATION & CRITICAL INFRASTRUCTURE PROGRAMS

The Board of County Commissioners of Darke County, Ohio met in regular session on the 12th day of June, 2013 at the office of the Darke County Commissioners.

Mr. Rhoades moved the passage of the following resolution:

WHEREAS, we, the Board of Darke County Commissioners are the governing body of said County and will execute the proposed CDBG programs, and;

WHEREAS, the FY2013 Small Cities CDBG Programs administered by the Ohio Development Services Agency (ODSA) has been developed to give maximum feasible priority to activities which would benefit low and moderate income families or aid in the prevention or elimination of slums or blight, and;

WHEREAS, we propose the following areas in Darke County, to be the recipients of the FY2013 CDBG Allocation Program:

Project #1	City of Greenville	$29,500.00
Project #2	Village of Arcanum	$40,000.00
Project #3	Village of Union City	$25,000.00
Project #4	Village of Ansonia	$9,500.00
General Administration		$26,000.00
		$130,000.00

And, we propose the following areas in Darke County, to be recipients of the FY2013 CDBG Neighborhood Revitalization Grant Program:

Project #1	City of Greenville	$300,000.00
Project #2	Village of Union City	$300,000.00
		$600,000.00

And, we propose the following area in Darke County, to be the recipient of the FY2013 CDBG Critical Infrastructure Grant Program:

Project #1	Village of Pitsburg	$300,000.00

WHEREAS, in the filing of this Application, we understand the assurances contained therein and we certify that, to the best of our knowledge, we have complied with all the requirements of the ODSA, and;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THAT:

We hereby authorize the submission of the County's Application for the FY2013 Small Cities CDBG Allocation Program for Local Jurisdiction projects, the FY2013 Neighborhood Revitalization Grant and FY2013 Critical Infrastructure Grant, and that;

We hereby submit authorize the submittal of the Application to the Ohio Development Services Agency, Office of Housing and Community Partnerships by close of business on or before the 21st of June, 2013 for its review and approval.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Darke County, Ohio.

Mr. Stegall seconded the motion, and upon call of the roll, the vote resulted as follows:

Michael E. Stegall, Chairman — YEA
Vote

Robin Blinn
Administrative Clerk / Secretary

abstained
Diane L. Delaplane, Vice Chairman — Vote

Michael W. Rhoades — YEA
Vote

DARKE COUNTY BOARD
OF COMMISSIONERS

IN THE MATTER OF NOTICE OF AWARD TO WALLS BROS. ASPHALT CO., INC. FOR VILLAGE OF WAYNE LAKES-SOUTH CREEK AND RESCUE DRIVES-IMPROVEMENT PROJECT

Mr. Rhoades moved to approve the following 'Notice of Award'; motion seconded by Mr. Stegall and both voted YEA. (Commissioner Diane Delaplane abstained from vote).

You are notified that your bid dated May 22, 2013 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for: South Creek and Rescue Drives Improvement Project.

(Indicate total work, alternates or sections or work awarded)

The Contract Price of your Contract is Thirty-Three Thousand Five Hundred Seventy-Five and Zero Dollars ($33,575.00).

Once copy of the proposed Contract Document (except Drawings) accompany this Notice of Award. No set of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award that is by June 27, 2013.

1. You must deliver to the Owner the fully executed counterparts of the Contract Documents.
2. You must deliver with the executed Contract Document the Contract Security (Bond) as specified in the Instructions to Bidders (Paragraph 20.01); General Conditions (Paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you 1 copy of the executed Contact Documents.

Darke County Board of Commissioners

By: _____
Michael E. Stegall, Chairman

By: abstained
Diane L. Delaplane, Vice Chairman

By: _____
Michael W. Rhoades, Commissioner

IN THE MATTER OF STANDARD FORM OF AGREEMENT BETWEEN THE DARKE COUNTY BOARD OF COMMISSIONERS AND WALLS BROS. ASPHALT CO., INC. FOR VILLAGE OF WAYNE LAKES-SOUTH CREEK AND RESCUE DRIVES-IMPROVEMENT PROJECT

Mr. Rhoades moved to approve the following 'Agreement'; motion seconded by Mr. Stegall and both voted YEA. (Commissioner Diane Delaplane abstained from vote).

THIS AGREEMENT is by and between the Darke County Board of Commissioners (hereinafter called Owner) and Walls Bros. Asphalt Co., Inc. (hereinafter called Contractor).

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

ARTICLE 1 – WORK

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

South Creek and Rescue Drives Improvement

ARTICLE 2 – THE PROJECT

2.01 The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

The construction of approximately 1,800 LF of asphalt overlay including berm stone.

ARTICLE 3 – ENGINEER

3.01 The project has been designed by Fanning/Howey Associates, Inc. (hereinafter called Engineer) and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. Bidder agrees that the work will be substantially completed by September 15, 2013, and shall meet a final completion date of October 1, 2013.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified in Paragraph No. 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $250 for each day that expires after the time specified in Paragraph No. 4.02 for substantial completion until the work is substantially complete. After substantial completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract time or any proper extension thereof granted by Owner, Contractor shall pay Owner $250 for each day that expires after the time specified in Paragraph No. 4.02 for completion and readiness for final payment until the work is completed and ready for final payment.

(Article #5 – #10 can be seen in full in the County Commissioners and/or Community Development/Grant's Offices)

This Agreement will be effective on June 12, 2013 (which is the Effective Date of the Agreement).

OWNER:

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

By: abstained
Diane L. Delaplane, Vice Chairman

By: Michael W. Rhoades
Michael W. Rhoades, Commissioner

Attest Jeffrey L. Marshall

Address for giving notices:

Darke County Board of Commissioners

520 S. Broadway

Greenville, OH 45331

CONTRACTOR:

By: [illegible]
Name & Title

Attest Elaine Pearson

Address for giving notices:

Walls Bros. Asphalt Co., Inc.

3690 Hollansburg-Sampson Road

Greenville, OH 45331

Designated Representative:

Name: Jeff Marshall

Title: Community Development Coordinator

Address: 520 South Broadway
Greenville, Ohio 45331

Phone: (937) 547-7362

Fax: (937) 547-7367

E-mail: jmarshall@co.darke.oh.us

Designated Representative:

Name: Perry Walls

Title: President

Address: 3690 Hollansburg-Sampson Road
Greenville, Ohio 45331

Phone: (937)548-7158

Fax: (937)548-1129

E-mail: Perry.walls@jrjnet.com

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					Walls Bros. Asphalt Co., Inc.	
ITEM		DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT COSTS	TOTAL COSTS
1	254	PAVEMENT PLANING	S.Y.	50	$6.86	$343.00
2	407	TACK COAT (0.075 GAL/S.Y.)	GA	325	$3.42	$1,111.50
3	448	1.50" ASPHALT CONCRETE SURFACE COURSE (TYPE 1, PG 64-22) (Rescue Drive)	C.Y.	15	$129.29	$1,939.35
4	448	2.0" ASPHALT CONCRETE SURFACE COURSE (TYPE 1, PG 64-22) (South Creek Drive)	C.Y.	215	$129.17	$27,771.55
5	SPL	FULL DEPTH PAVEMENT REPAIR (Includes excavation of existing pavement and subbase, subgrade compaction, 6" ODOT 304, and 3" asphalt concrete intermediate course)	S.Y.	30	$41.78	$1,253.40
6	617	BERM STONE (12" WIDE X 3" THICK)	C.Y.	30	$38.54	$1,156.20
				BASE BID	$33,575.00	

IN THE MATTER OF NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT (VILLAGE OF WAYNE LAKES-SOUTH CREEK AND RESCUE DRIVES IMPROVEMENT PROJECT)

Mr. Rhoades moved to approve the following 'Agreement'; motion seconded by Mr. Stegall and both voted YEA. (Commissioner Diane Delaplane abstained from vote).

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement.

1. The public improvement is identified as:

   Name: South Creek and Rescue Drives Improvement Project

   Location: Village of Wayne Lakes, Darke County, Ohio

   Project Number: 213855.00

2. The public authority's name and address:

   Darke County Board of Commissioners

   520 S. Broadway

   Greenville, OH 45331

3. The name and address of all principle contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors	Trade
Walls Bros. Asphalt Co., Inc.	General
3690 Hollansburg-Sampson Rd.	
Greenville, OH 45331	

4. The name and address of the sureties for all principal contractors involved with the public improvement:

Surety	Principal Contractor
Federal Insurance Company	Walls Bros. Asphalt Co., Inc.
15 Mountain View Road	
Warren, NJ 07059	
Phone (908) 963-3453	

5. The name and address of the public authority's representative for the purposes of being served and affidavit pursuant to Section 1311.26 of the Revised Code.

Darke County Board of Commissioners

520 S. Broadway

Greenville, OH 45331

By: _____
Michael E. Stegall, Chairman

By: abstained
Diane L. Delaplane, Vice Chairman

By: _____
Michael W. Rhoades, Commissioner

State of Ohio,
County of Darke;

Signed and sworn to before me this 12 day of June, 2013.

_____
Notary Public

ROBIN R. BLINN
Notary Public - State of Ohio
My Commission Expires 2-26-14

IN THE MATTER OF AGREEMENTS FOR TRANSPORTATION SERVICES BETWEEN JOB & FAMILY SERVICES AND THE CITY OF GREENVILLE, OHIO

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

1. **PURCHASE OF SERVICES:** Darke County Job & Family Services agrees to purchase and the Provider agrees to furnish to eligible participants throughout the time of this agreement period multiple transportation services. DCJFS agrees to verify that reimbursable services to vulnerable children and their families are at or below 200% poverty for any TANF related services. DCJFS will also verify any other forms of reimbursed transportation needs. (i.e. but not limited to Medicaid, TXX.,F.S)
   The target population is any resident of Darke County that meets the eligibility criteria of the Darke County JFS transportation program with Medical 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 elderly. The provider agrees to obtain prior approval from DCJFS before rendering transportation services, and will submit an itemized monthly invoice to DCJFS for $8.00 per one way ride in the city limits of Greenville, with an additional $1.00 charge per mile outside city limits.
2. **CONTRACT PERIOD**: This contract will be effective from July 1st, 2013 through June 30th, 2014.

(Section 3 thru 20 can be seen in full in the County Commissioner's '13 Contract File)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 31st day of May, 2013.

_____
Gracie G. Ratliff, Director
Job & Family Services
Date: 6-10-13

_____
Michael Bowers, Mayor
City of Greenville
Date: 6-3-13

_____
_____
_____
Darke County Commissioners

Date: 6-12-13

IN THE MATTER OF AGREEMENTS FOR TRANSPORTATION SERVICES BETWEEN JOB & FAMILY SERVICES AND COMMUNITY ACTION PARTNERSHIP (CAP)

Mr. Rhoades moved to approve the following Agreements; 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 participants throughout the time of this agreement period transportation services. 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 transportation needs. (i.e. but not limited to Medicaid, TXX.,F.S)

   The target population is any resident of Darke County that meets the eligibility criteria of the Darke County JFS transportation program with Medical 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 elderly. The provider agrees to obtain prior approval from DCJFS before rendering transportation service, and will submit an itemized monthly invoice to DCJFS. This is to also include any hours outside the standard transportation agency hours.

   Rates are per passenger.

Within Greenville	**$8.00 per person each way. No shows or cancellations with less than 2 hours notice will still be charged $8.00.**
Within Darke County (EX: Ansonia, Arcanum, New Madison, Union City, etc.)	**$25.00 per person each way. No shows or cancellations with less than 2 hours notice will still be charged $25.00.**
Outside Darke County Up to 50 mile radius (EX: Dayton, Piqua, Troy, Sidney) (Richmond, Muncie)	**$25.00 pick-up charge plus $.75 per loaded mile per person each way. Cancellation without 24 hours advanced notice will be charged $25.00.**
Outside Darke County beyond 50 mile radius (EX: Cincinnati)	**$25.00 pick-up charge plus $.75 per loaded mile per person each way. Cancellation without 24 hours advanced notice will be charged $25.00.**

2. **CONTRACT PERIOD**: This contract will be effective from July 1st, 2013 through June 30th, 2014.

Section 3 thru 20 can be seen in full in the County Commissioner's '13 Contract File)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 31th day c May, 2013.

Gracie G. Ratliff, Director
Job & Family Services
Date: 6-4-13

John T. Donnellan, President
Community Action Partnership
Date: 5/31/13

Darke County Commissioners

Date: 6-12-13

IN THE MATTER OF RESOLUTION (R-98-2013) TRANSFER OF APPROPRIATIONS (DC Commissioners/Bus. Manager, 2012 CHIP/CDBG Grant & JFS/PA)

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 Comm.'s/Business Adm.: Criminal background screening for new hires

$200.00	Consultant	#001-1006.533012	Other Operating	#001-1006.538130

****

DC Grants-CHIP/CDBG: Need to cover bill for Platfoot Construction

$3,155.80	Administration	#173-7023.538000	Projects	#173-7023.533100

****

DC JFS/PA: Up-coming meeting/training on changes to medicaid

$6,000.00	Unanticipation	#155-5300.572040	Trainings	#155-5300.532000

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

Michael Ostrowski (YEA)

Diane L. Delaplane (YEA)

Michael W. Rhoades (YEA)

Board of Darke County Commissioners

Robin Blair

Adm. Clerk/Secretary
June 12, 2013

IN THE MATTER OF RESOLUTION (R-99-2013) FUND TRANSFER (DITCH MAINTENANCE)

WHEREAS, pursuant to R.C. 5705.38-40 and OAG Opinion #94-007, and
WHEREAS, Ditch Maint. is requesting that funds be transferred within their appropriations, we therefore
RESOLVE, the following funds be transferred to the Ditch Maint. Labor & Equip Fund:

~~Smith Dt. #57-01~~			Deubner Dt. #76-06	$98.76
Dividing Branch Dt. #57-03	$395.04		Klemmer Dt. #76-07	$916.06
~~Spencer Dt. #57-06~~			Horner Dt. #76-09	$725.06
Maple Swamp Dt. #57-08	$8,553.14		~~Dividing Branch Dt.#76-12~~	
~~Stucke-Brandewie-Fellers Dt Open #58-02~~			~~Unger Dt. #76-13~~	
~~George Shields Dt. #58-07~~			Painter Creek #76-14	$197.52
~~Auto-Charge & Start~~			~~Lehman Dt. #76-15~~	
			~~Guillozet Dt. #76-16~~	
~~Oda Dt. Open #58-09~~			~~Weidner Dt. #76-17~~	
West Branch Dt. Open #58-10	$5,925.54		Mississinawa River #76-18	$28.76
West Branch Dt. Dubbs Lat. #58-10	$3,618.68		~~Hickle Dt.#76-19~~	
~~Barga Dt. #58-16~~			Coleman Dt. #76-20	$28.76
~~Lake Dt. Open #59-02~~			McClear Dt.#77-01	$2,245.32
			~~Berry Dt. #77-02~~	
Mud Creek Dt. #59-04	$2,362.80		Stillwater River (Main) Dt.#77-04	$235.92
Stillwater (South Fork Dt.) #60-05	$28.76		~~Stillwater River (S. Fork) #77-05~~	
~~William McGriff Dt. #61-02~~			~~Swamp Creek #77-07~~	
~~Kreider Dt. #62-01~~			~~Clemmens Dt. #77-08~~	
~~Flat Lake #62-05~~			~~Zeeck Dt.# 77-10~~	
~~Joe Hill Dt. Open #63-01~~			~~Middlefork-Stapleton Dt. #77-12~~	
~~Deeter Dt. #63-02~~			Indian Creek #77-13	$28.76
Ballinger Run Dt. #63-04	$1,481.40		~~Grassy Fork Dt. #77-14~~	
Sheets Dt. Open #64-01	$477.00		Woodington Run Ditch #77-15	$266.56
Appenzeller-Obrien Dt. #64-03	$1,787.28		~~Bakerstown-Gigandet Dt. #78-01~~	
~~Miller Fork Lateral #65-01~~			~~Baker Joint Dt. #78-03~~	
W. J. Ross #65-03	$832.64		~~Hecht Dt. #78-06~~	
Jordan Dt. #65-04	$161.10		Boyd Creek (Brush Control) Dt. #79-01	$1,423.90
Roberson Dt. #65-05	$2,328.02		Krickenberger Dt.# 80-06	$1,175.20
Harris Creek Dt #65-06	$3,362.18		~~Hetzler Dt. #80-09~~	
Heller Dt. #65-07	$1,193.00		~~Young & Puterbaugh Dt.# 80-11~~	
~~Wilson Dt. #66-02~~			~~Kimmerle Dt. #81-01~~	
~~Jefferis Lateral #66-03~~			H.M. Coppess Dt. #81-03	$236.14
~~Wilson Dt. #66-02~~			Pansing Dt. #82-02	$4,326.88
Boyd Dt. #72-01	$665.80		North Fork-Stillwater River Dt.#87-01	$1,322.32
~~Winterode Dt. #72-02~~			Harter-Schlechty Dt. #88-01	$88.36
~~Klemmer Dt. #73-02~~			Feitshans-Baker Dt. #88-02	$1,466.48
~~Roberson Waterway #74-04~~			Monger Lateral Dt.#89-01	$1,512.32
Moul Dt. #75-04	$320.28			
Whitewater Waterway E. Fk #76-04	$4,459.36		TOTAL	$54,275.10

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

Michael E. Stegall YEA

Diane L. Delaplane YEA

Michael W. Rhoades YEA

DARKE COUNTY COMMISSIONERS

Robin Blinn
Adm. Clerk/Secretary

IN THE MATTER OF PUBLIC ATTENDEES QUESTIONS/COMMENTS:

**Bob Robinson w/Early Bird: Had questions RE: R-97-2013, projects for Villages etc. & how monies are dispersed? The Community Development/Grants Coordinator Jeff Marshall explained procedure of applying for monies, starting with the two (2) mandatory hearings that are required.

**Ryan Carpe w/Daily Advocate: Also had questions regarding (R-97-2013), and if ALL the villages/City submit applications for funding? CDGC Jeff Marshall advised that not all apply, due to shortage of funds etc.

**Alex Mikos w/TIGER Radio: Also questioned (R-97-2013) and the recent change of now having to help fund the City of Greenville. Does that funding affect the County? Again, Jeff Marshall explained procedure of applying etc.

MR. RHOADES MOVED TO ADJOURN; SECONDED BY MRS. DELAPLANE AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:52 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

**Commissioner Michael W. Rhoades attended the Darke County Executive CIC Board meeting.

**All Commissioners & Business Administrator John Cook met with Co. Home Director Gracie Ratliff & DC BDD Supt. Michael Beasecker regarding the Darke County Home.