WEDNESDAY, JUNE 24, 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; and Erik Martin w/Daily Advocate.

Mrs. Delaplane moved to approve the minutes from Monday, June 22, 2015; motion seconded by Mr. Stegall and all voted YEA.

IN THE MATTER OF RESOLUTION (R-1 42-2015) EXAMINATION AND ALLOWANCE OF BILLS

County Bills Approved

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

The attached vouchers dated ***June 24, 2015*** *for County Bills, including any*

"Then & Now" Certificates, in the amount of the General Fund ***$21,346.01;***

Outside General Funds ***$ 695,955.95;*** *for a Grand Total of* ***$ 717,301.96****;*

are hereby approved for payment.

Michael W. Rhoades

Michael E. Stegall

Diane L. Delaplane
Board of Darke County Commissioners

IN THE MATTER OF SIGNING THE NOTICE OF AWARD WITH TOMS CONSTRUCTION, INC. FOR THE PROJECT KNOWN AS DARKE COUNTY INDUSTRIAL WAY AND WATER LINE EXTENSION

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

You are notified that your Bid dated May 20, 2015 for the above Contract has been considered.
You are the apparent Successful BIDDER and have been awarded a Contract for: Base Bid "B" -

Darke County Industrial Way and Water Line Extension
(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is Seven Hundred Sixty One Thousand Five Hundred and Sixty Three Dollars ($761,563.00).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. No sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award that is by July 15, 2015.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature on page A-8,
2. You must deliver with the executed Contract Documents the Contract Security (Bond) as specified in the Instructions to Bidders (ARTICLE 20), 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 ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contact Documents.

Darke County Board of Commissioners

By: Michael W. Rhoades
Michael W. Rhoades, Chairman

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

By: Diane L. Delaplane
Diane L. Delaplane

IN THE MATTER OF AGREEMENT BY AND BETWEEN DARKE COUNTY JOB & FAMILY SERVICES AND JOB WORKS, INC. FOR FURNISHING TO ELIGIBLE AT-RISK YOUTH, BETWEEN THE AGES OF 14-24, BOTH IN SCHOOL AND OUT OF SCHOOL YOUTH FOR EMPLOYMENT

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

1. PURCHASE OF SERVICES: The Darke County Job and Family Services agrees to purchase for and the Provider agrees to furnish to eligible participants, throughout the time of this agreement period:

PROGRAM DESCRIPTIONS

A. POPULATION TO BE SERVED. Target groups to be served by this program are economically disadvantaged, at-risk youth, ages 14-24, both in school and out of school youth. This target group faces numerous barriers to employment including physical and/or mental disability, limited English speaking ability, basic skills deficient, offender, homeless/runaway youth, pregnant, parenting youth, poor work history, substance abuse, over graduation age with no diploma nor GED, poor oral and/or written communication skills, lack up-to-date job skills, poor attendance, self-defeating behaviors, two or more credits behind, seniors who are one or more credits behind to graduate.

B. SERVICES TO BE PERFORMED. According to the RFP submitted for the State Fiscal Year 2015 awarded Agreement. For testing, the TABE test (pre-test 9 and post-test 10) will be administered.

2. CONTRACT PERIOD: This contract will be effective from July 1, 2015 through June 30, 2016.

3. AVAILABILITY OF FUNDS: Darke County Job & Family Services agrees to reimburse the Provider for allowable service described in Article I in the amount up to 90,000.00. All reimbursements shall solely consist of Workforce Innovation & Opportunity Act (WIOA) Youth Funds available through the Ohio Department of Job & Family Services. The Provider must demonstrate that requests for reimbursement are costs directly associated and essential to provide services to eligible participants, and does not duplicate claims made by Provider to other sources of funds for the same services.

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(#4 THRU #14 CAN BE SEEN IN FULL IN THE 2015 CONTRACT AND/OR JOB & FAMILY SERVICES FILES)

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15. CONTRACT CLOSE-OUT. A Contract Close-out review, if applicable will be conducted within fifteen business days of the Contract End Date. A review to check for documentation, which supports full compliance with the terms and conditions of this Agreement, will be conducted. Final payment on the Agreement may be held based upon the findings in that review.

IN WITNESS WHEREOF, the parties hereto have duly executed this in Agreement this 19th day of June 2015.

Rebecca Griffiths, President
JobWorks, Inc.

Date: 6/19/15

Approved:

Diane L. Delaplane

Michael W. Rhoades

Michael E. Stegall
Darke County Commissioners

Date: 6/24/15

Gracie G. Overholser, Director
Darke County Job and Family Services

Date: 6-19-15

IN THE MATTER OF TRANSPORTATION AGREEMENT BY AND BETWEEN DARKE COUNTY JOB & FAMILY SERVICES AND SPIRIT MEDICAL TRANSPORT, L.L.C., FOR TRANSPORTATION SERVICES

Mrs. Delaplane moved to approve the signing of the following Agreement; motion seconded by Mr. Stegall 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 also 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.,)

AGREEMENT (CONT.)

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.

Rates are per passenger, each way transports to include no shows:

Within Greenville City Limits	**$9.00 per person each way. No shows or cancellations with less than 2 hours notice will still be charged $9.00.**
Within Darke County (EX: Ansonia, Arcanum, New Madison, Union City, etc.)	**$26.00 per person each way. No shows or cancellations with less than 2 hours notice will still be charged $26.00.**
Outside Darke County Up to 50 mile radius (EX: Dayton, Piqua, Troy, Sidney) (Richmond, Muncie)	**$26.00 pick-up charge plus $.75 per loaded mile per person each way. Cancellation without 24 hours advanced notice will be charged $26.00.**
Outside Darke County beyond 50 mile radius (EX: Cincinnati)	**$26.00 pick-up charge plus $.75 per loaded mile per person each way. Cancellation without 24 hours advanced notice will be charged $25.00.**
Ambulette (Wheelchair) Transports	**$30.00.00 pick-up charge plus $.75 per loaded mile per person each way. Cancellation without 24 hours advanced notice will be charged $30.00.**
Ambulance (Stretcher) Transports	**Billed at current Medicaid Re-Imbursement Rate**

2. CONTRACT PERIOD: This contract will be effective from July1st, 2015 through June 30th, 2016.

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(#3 THRU #20 CAN BE SEEN IN FULL IN THE 2015 CONTRACT AND/OR JOB & FAMILY SERVICES FILES)

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 31st day of May, 2015

Gracie G. Overholser
Director
Darke County Job and Family Services

Brian K. Hathaway
Owner / Operator
Spirit Medical Transport, L.L.C.

Diane L. Delaplane
Darke County Commissioner

Aaron Guthrie
Owner / Operator
Spirit Medical Transport, L.L.C.

Michael W. Rhoades
Darke County Commissioner

Michael E. Stegall
Darke County Commissioner

IN THE MATTER OF TRANSPORTATION AGREEMENT BY AND BETWEEN DARKE COUNTY JOB & FAMILY SERVICES AND COMMUNITY ACTION PARTNERSHIP (CAP) FOR TRANSPORTATION SERVICES

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 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)

AGREEMENT (CONT.)

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 City Limits	**$9.00 per person each way. No shows or cancellations with less than 2 hours notice will still be charged $9.00.**
Within Darke County (EX: Ansonia, Arcanum, New Madison, Union City, etc.)	**$26.00 per person each way. No shows or cancellations with less than 2 hours notice will still be charged $26.00.**
Outside Darke County Up to 50 mile radius (EX: Dayton, Piqua, Troy, Sidney) (Richmond, Muncie)	**$26.00 pick-up charge plus $.75 per loaded mile per person each way. Cancellation without 24 hours advanced notice will be charged $26.00.**
Outside Darke County beyond 50 mile radius (EX: Cincinnati)	**$26.00 pick-up charge plus $.75 per loaded mile per person each way. Cancellation without 24 hours advanced notice will be charged $26.00.**

2. **CONTRACT PERIOD**: This contract will be effective from July 1st, 2015 through June 30th, 2016.

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(#3 THRU #20 CAN BE SEEN IN FULL IN THE 2015 CONTRACT AND/OR JOB & FAMILY SERVICES FILES)

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this 31th day of May, 2015.

Gracie G. Overholser, Director
Job & Family Services
Date: 6-3-15

John T. Donnellan, President
Community Action Partnership
Date: 6/15/2015

Darke County Commissioners

Date: 6/24/15

IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (DARKE COUNTY EMA & SOLID WASTE)

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

#001-1400.532000 (RECOMMENDED)
Attending: Grants Training/June 29-30, 2015/Columbus, OH/Mindy Saylor & Josh Haney
Lodging: $125.00 x 2/Meals: $70.00 x 2/Estimated total for meeting: $390.00
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#610-3020.532000 (RECOMMENDED)
Attending: Rotary Club of Greenville/June 30, 2015/Greenville, OH/Missy Werling
Meals: $7.00/Estimated total for meeting: $7.00

IN THE MATTER OF RESOLUTION (R-143-2015) TRANSFER OF APPROPRIATIONS (DARKE CO. ADULT PROBATION AND COMMON PLEAS-COMMUNITY CORRECTIONS GRANT)

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:

Resolution (R-143-2015) cont.

FROM: *TO:*

DC Adult Probation: to cover final Darke Co. Recovery Contract – 7/1/14 to 6/30/15

$ 32.50	Uniform	#416-2113.521000	Contract Service	#416-2113.533030
$1,512.00	Traning/Instructor	#416-2113.538127	"	"

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DC Common Pleas: to cover medicare for half of year

$ 655.00	Other Operating	#474-2125.538130	Medicare	#474-2125.511010

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,
Administrative Clerk/Secretary

IN THE MATTER OF PAY INS

Pay In#080171	Received of Solid Waste	Misc. Receipts – Recycled plastic benches	$2,200.00
Pay In#080173	Received of Commissioners	Co. Airport-Hangar rent-Ryan for July	$85.00
Pay In#080174	Received of Solid Waste	Misc. Receipts-Mercer Savings-paying ½ of costs	$450.00
Pay In#080197	Received of Commissioners	Vectren Utility – gas regulator rent	$240.00
Pay In#080207	Received of Solid Waste	Tipping Fees-Rumpke for May 2015	$16,042.80

IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS

**Erik Martin w/Daily Advocate: Had a question regarding the Agreements for transportation for with Job & Family Services and Workforce Innovation. Can you explain? The Board of Commissioners explained that the Job & Family Services offer various transportation services that are needed for the clients. They have entered into Contracts with Spirit and Community Action Partnership for a few years now and it has been very successful. If the client qualifies for Medicare, then Medicare will reimburse but if not the client is responsible for the transportation. Also questioned the "Notice of Award" with Tom's Construction, what exactly was that for? The Commissioners advised that it is for the roadway & water line extension.

MRS. DELAPLANE MOVED TO ADJOURN; SECONDED BY MR. STEGALL AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:41 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 attended a Ludlow Ditch Joint Commissioner's mtg. at Miami County.

**All Commissioners, County Auditor Carol Ginn, Budgetary and Payroll Supervisor Kim Hunt met with Adam Lesch of Julian & Grube for the "Exit Conference" of the 2014 Financial report.