**MONDAY, JUNE 29, 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; Erik Martin w/Daily Advocate; and Alex Mikos w/TIGER Radio.

Mrs. Delaplane moved to approve the minutes from Wednesday, June 24, 2015; motion seconded by Mr. Stegall and all voted YEA.

## IN THE MATTER OF RESOLUTION (R-1 44-2015) 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* ***June 24 & 29, 2015*** *for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund* ***$639.98 + $28,932.72;*** *Outside General Funds* ***$ 97,536.87;*** *for a Grand Total of* ***$ 127,109.57****; are hereby approved for payment.*

Board of Darke County Commissioners

## IN THE MATTER OF RESOLUTION (R-145-2015) TRANSFER OF APPROPRIATIONS (DARKE CO. BOARD OF DEVELOPMENTAL DISABILITIES)

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 BDD:*** transfer needed to cover transportation contract costs for the remainder of the year

| | | | | |
|---|---|---|---|---|
| $ 81,874.00 | Unanticipated | #148-4240.572040 | Transportation Contract | #148-4240.533060 |

**********

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

YEA

YEA

YEA

Board of Darke County Commissioners

Robin R. Blinn,
Administrative Clerk/Secretary

***IN THE MATTER OF STANDARD FORM OF AGREEMENT BETWEEN DARKE COUNTY COMMISSIONERS AND TOM'S CONSTRUCTION, INC., OF ST. HENRY, OH (DARKE CO.INDUSTRIAL WAY AND WATER LINE EXTENSION – BASE BID "B")***

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

**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:

The construction of Darke County Industrial Way and Water Line Extension as detailed in the plans and specifications dated March, 2015 along with all addendums. This is a contract for Base Bid "B" as bid on May 20, 2015 at the Darke County Commissioners Office.

**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 Darke County Industrial Way and Water Line Extension as detailed in the plans and specifications dated March, 2015 along with all addendums. This is a contract for Base Bid "B" as bid on May 20, 2015 at the Darke County Commissioners Office.

**ARTICLE – 3 ENGINEER**

3.01 The Project has been designed by

Access Engineering Solutions, LLC

Who is 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 Milestone, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contact.

*4.02 Dates for Substantial Completion and Final Payment*

A. Bidder agrees that the Work will be substantially complete by June 1, 2016. Contractor shall be completed and ready for final payment by July 1, 2016..

*4.03 Liquidated Damages*

A. CONTRACTOR shall pay OWNER the amount of $250 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

********

***(ARTICLE 5 THRU 10 CAN BE SEEN IN COMMISSIONERS CONTRACT AND/OR DC SOUTH IND. PARK FILE)***

*******

This Agreement will be effective on June 29, 2015 (which is the Effective Date of the Agreement).

| OWNER: | CONTRACTOR: |
|---|---|
| Darke County Commissioners | Tom's Construction, Inc. |
| Michael C. Howard<br>Michael Stegall | |
| By: Diane L Delaplane | By: [signature] |
| Attest Robin Bleuer | Attest Chetty Lord |
| Address for giving notices: | Address for giving notices: |
| 520 S. Broadway | 821 Cooper Drive |
| Greenville, Oh 45331 | St. Henry, OH 45883 |

***IN THE MATTER OF NOTICE OF COMMENCEMENT FOR PROJECT KNOWN AS "DARKE CO.INDUSTRIAL WAY AND WATER LINE EXTENSION"– BASE BID "B"***

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

**Notice of Commencement (cont.)**

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: Base Bid "B" - Darke County Industrial Way and Water Line Extension

   Location: Darke County, Ohio

   Project Number: 214801.01

2. The Public Authority's name and address:

   Darke County Board of Commissioners

   520 South Broadway

   Greenville, Ohio 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 |
|---|---|
| Tom's Construction, Inc. | General (Base Bid) |
| 821 Cooper Drive | |
| St. Henry, Ohio 45883 | |

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

| Surety | Principal Contractor |
|---|---|
| The Cincinnati Insurance Co. | Tom's Construction Inc. |
| 6200 S. Gilmore Rd. | |
| Fairfield, Ohio 45014 | |

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

   Attn: Jeff Marshall

   520 South Broadway

   Greenville, Ohio 45331

**OWNER:**

**Darke County Board of Commissioners**

By: _____
Michael W. Rhoades, Chairman

By: _____
Michael E. Stegall, Vice Chairman

By: _____
Diane L. Delaplane

State of Ohio,

County of Darke;

Signed and sworn to before me this 29th day of June, 2015.

_____
Notary Public

ROBIN R. BLINN
Notary Public-State of Ohio
My Comm. Exp. Feb. 26, 2019

***IN THE MATTER OF NOTICE TO PROCEED FOR PROJECT KNOWN AS "DARKE CO.INDUSTRIAL WAY AND WATER LINE EXTENSION"– BASE BID "B"***

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

**Notice to Proceed (cont.)**

TO: Tom's Construction Inc.
(Contractor)

ADDRESS: 821 Cooper Drive, St. Henry, Ohio 45883

CONTRACT FOR: Darke County Industrial Way and Water Line Extension — Base Bid "B"

You are notified that the Contract Times under the above contract will commence to run on June 29, 2015. By that date, you are to start performing your obligation under the Contract Documents. In accordance with ARTICLE 4 of the Agreement the date of Substantial Completion is May 21, 2016, and the date for final payment is June 1, 2016.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you the OWNER must each deliver to the other (with copies to the ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must: (add other requirements)

Contact the County 48 hours in advance

**OWNER:**

**Darke County Board of Commissioners**

By: _____
Michael W. Rhoades, Chairman

By: _____
Michael E. Stegall, Vice Chairman

By: _____
Diane L. Delaplane

***IN THE MATTER OF AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE DARKE COUNTY JOB & FAMILY SERVICES AND THE CITY OF GREENVILLE, OHIO***

Mrs. Delaplane moved to approve the signing of the following Agreement; 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 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.

| | |
|---|---|
| **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.** |

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

***(ARTICLE 3 THRU 20 CAN BE SEEN IN COMMISSIONERS CONTRACT AND/OR DC JOB & FAMILY SERVICES FILES)***

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

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

_____
Michael Bowers, Mayor
City of Greenville
Date: _____

_____
Darke County Commissioners

Date: 6/29/15

***IN THE MATTER OF LEASE OF PART OF BUILDING BETWEEN DARKE COUNTY BOARD OF COMMISSIONERS AND DAVID SPILLERS LOCATED AT THE DARKE COUNTY AIRPORT DATED THIS 29TH DAY OF JUNE, 2015***

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

1. GRANT OF LEASE. Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, that portion of the building used as a workshop/ garage/ hanger located on the .525 Acre parcel ID #T73-0-311-26-00-00-406-00, and being part of parcel #1 and being part of building number 6 of the Darke County Airport, Airport Layout Plan, located at 9724 State Route 121, Versailles, Darke County, Ohio(the ``Building") consisting of approximately 875 square feet and being shown outlined on Exhibit A attached to this Lease (the ``Premises"). The Building is part of the real property owned by Landlord which is described in Exhibit B attached to this Lease (the ``Property"). Landlord additionally grants to Tenant, during the term of this Lease, the right to use, in common with other tenants and occupants of the Building, (a) all easements and rights appurtenant to the Property, (b) all portions of the Building (if any) designed for the common use of all tenants and occupants of the Building, (c) all utility lines, pipes, conduits and other similar facilities on the Property necessary for the use of the Premises, and (d) all parking areas and drives located on the Property. Tenant's use of these common facilities shall be subject to such reasonable rules and regulations as Landlord may adopt.

2. TERM. The term of this Lease (the ``Primary Term") shall commence on the 1st day of July 2015 (the ``Commencement Date") and shall continue for one (1) full ``Lease Year," as defined below.

``Lease Year" means the one-year period beginning on the Commencement Date and each anniversary of the Commencement Date; however, if the Commencement Date is a date other than the first day of the month, then each Lease Year will begin on the first day of the month following the Commencement Date. Rent and any other sums provided in this Lease for which the Lease Year is a factor shall be adjusted and paid on a prorata basis for any partial month prior to the first Lease Year.

3. RENEWAL TERM(S). Provided Tenant is not in default under this Lease beyond any applicable period for curing the default, Tenant shall have the option to renew this Lease for three additional periods of 3 years upon the same terms and conditions (10 years total). This lease is not assignable, assumable or refundable and will be payable on July 1 of each year with the option to continue for three additional periods of 3 years (10 years total) (``Renewal Terms") by giving Landlord written notice of renewal at least 30 days before the expiration of the Primary Term or Renewal Term. These renewals shall be upon the same terms and conditions that apply during the Primary Term.

4. RENT.

4.1 During Primary Term. Tenant shall pay Landlord as annual rent for the Premises during the Primary Term the sum of $ 817.82, payable as follows Tenant agrees to pay the sum of $817.82 upon the signing of this lease for the first years rent, and $817.82 on July 1, of each year thereafter beginning July 1, 2016 and each year thereafter and will be considered payment for 1 years rent for each year that it is paid. No refund of any annual rent will be refunded if during that year tenant chooses to vacate the premises before June 30 of any year.

4.2 During Renewal Term(s). Tenant shall pay Landlord as annual rent for the Premises during Renewal Terms(s), if exercised, the following amounts: $817.82 per year due and payable on July 1 of each renewal year beginning July 1, 2016 and each year thereafter and will be considered payment for 1 years rent.

4.3 Payment. The rent in the sum of $817.82 for the first year will be due upon the signing of this lease. The remaining rent shall be due and payable in equal annual installment of $817.82 per year due July 1 of each year during the remaining term of this Lease to Landlord at its notice address, or at such other place as Landlord may designate by written notice to Tenant. If this lease is terminated by Tenant during any lease year, no refund of any annual rent payment will be paid.

4.4 Late Payment Charges. If Tenant fails to pay any installment of rent when due, or any other charges payable under this Lease when due, or within 10 days after the due date established in this Lease, Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount due as a late charge to cover Landlord's administrative expenses and not as a penalty.

***(ARTICLE 5 THRU 8 CAN BE SEEN IN COMMISSIONERS CONTRACT AND/OR AIRPORT DEPT. FILES)***

9. PUBLIC LIABILITY AND FIRE INSURANCE.

9.1 Public Liability Insurance. Tenant shall procure and maintain commercial general liability insurance for the Premises with policy limits of not less than a single limit of $1,000,000.00 for personal injury or death and property damage per occurrence and $1,000,000.00 in the aggregate. Landlord shall be named as additional insureds under this policy. The policy shall contain an agreement by the insurer that it will not cancel the policy except after fifteen days' prior written notice to Landlord and Tenant and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Landlord or Tenant that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.

**Lease – Part of Bldg. (cont.)**

9.2 Fire and Casualty Insurance. Landlord shall keep the Building and all other improvements located on the Property insured against loss by fire and all of the risks and perils insured against in a ``special form" commercial property insurance policy. Landlord may also obtain such additional coverages as it deems appropriate for the Building, including, but not limited to, boiler and machinery and rent loss insurance or endorsements. This insurance shall be written by a company of recognized financial standing that is authorized to do an insurance business in the State of Ohio. The costs incurred by Landlord pursuant to this Section 9.2 are referred to as ``Insurance Costs."

***(ARTICLE 10 THRU 29 CAN BE SEEN IN COMMISSIONERS CONTRACT AND/OR AIRPORT DEPT. FILES)***

30. NOTICES. All notices to be given to either party shall be deemed given if made in writing and deposited in the United States certified mail, postage prepaid, return receipt requested, or if sent by a nationally recognized overnight courier service, and addressed to the parties at the following addresses:

Landlord's Address:

Darke County Board of Commissioners
520 S. Broadway
Greenville, Ohio 45331

Tenant's Address:

David Spillers
9724 State Route 121
Versailles, Ohio 45380

***(ARTICLE 31 THRU 36 CAN BE SEEN IN COMMISSIONERS CONTRACT AND/OR AIRPORT DEPT. FILES)***

SIGNED as of the date first written above.

LANDLORD: **DARKE COUNTY BOARD OF COMMISSIONERS**

By: _____
Michael E. Stegall

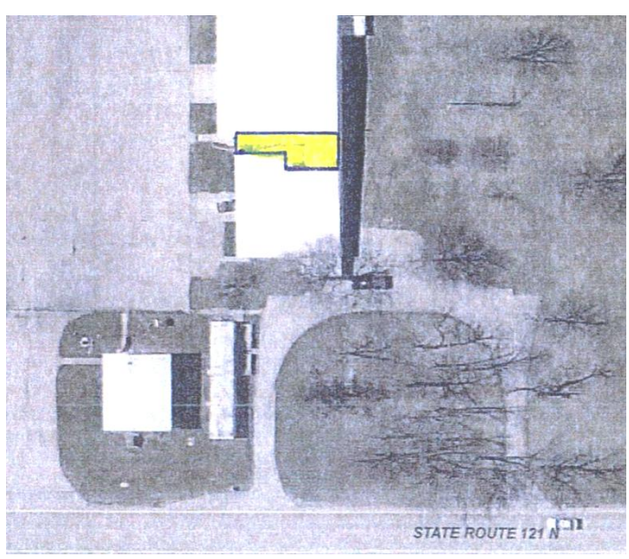
By: _____
Michael W. Rhoades

By _____
Diane L. Delaplane

TENANT:

_____
David Spillers

***EXHIBIT A***




***(PROPERTY TAX CARD, MAPS ETC. CAN BE SEEN IN THE COMM.'S CONTRACT AND/OR AIRPORT FILES)***

***IN THE MATTER OF PROCLAMATION FOR THE "TRIBUTE TO WOMEN" REPRESENTATIVE CAROL GINN***

*Whereas,* for many years, Darke County has been very blessed to have *Carol Ginn* as Darke County Auditor; and

*Whereas,* as a member of the Darke County Republican Women's Club, *Carol's* service has not gone unnoticed; such as being a member of the Darke Co. Central Committee and Treasurer of the Executive Republican Committee, to name a few; along with relentless volunteering for party activities; and

*Whereas,* her ability to step up to any task which is assigned or unassigned to her has caused her to hold various positions in the County Auditors Association of Ohio-Southwest District such as President, Vice President, Secretary/Treasurer; and serves today as a mentor in that District; and

*Whereas, Carol's* employment with Darke County started in the Darke County Auditor's Office in 1986, then became Auditor in 2007; and

*Whereas,* her dedication and loyalty to the county continues; and

*Whereas, Carol* and her husband love spending time with their children, grandchildren, and along with that *Carol* is always there caring for her parents when needed; *Carol* also enjoys crocheting, and also attends church regularly with her husband; and

*We Therefore,* the Board of Darke County Commissioners, *do hereby Proclaim* "*Carol Ginn*"

As the "Tribute to Women" Representative,

As a member of the Darke Co. Republican Women's Club

*On Sunday, June 28, 2015*

*Michael W. Rhoades* *Michael E. Stegall* *Diane L. Delaplane*

***IN THE MATTER OF PAY INS***

| | | | |
|---|---|---|---|
| Pay In#080230 | Received of Commissioners | County-CORSA premium-Wayne Industries | $1,000.00 |
| Pay In#080245 | Received of Solid Waste | Tipping Fees | $291.18 |
| Pay In#080246 | Received of Solid Waste | Tipping Fees | $1,230.42 |
| Pay In#080255 | Received of Commissioners | County-Crown communication tower-rent for July | $912.53 |
| Pay In#080272 | Received of Commissioners | Co. Health Ins.-Employer share life insurance | $1,257.90 |
| Pay In#080273 | Received of Commissioners | Co. Health Ins.-Employee share health insurance | $46,888.30 |

***IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS***

**None

MRS. DELAPLANE MOVED TO ADJOURN; SECONDED BY MR. STEGALL AND ALL VOTED YEA. THE MEETING WAS ADJOURNED AT 1:40 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***

**None