

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE PRELIMINARY TITLE XX COUNTY PROFILES OF THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR SUBMISSION TO THE STATE OF OHIO.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 31st day of January, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Michael Morrow, Director of the Auglaize County Department of Job and Family Services, met with the Board of County Commissioners, presenting to the Commissioners a preliminary Title XX County Profiles for said department for program periods October 1, 2017 through September 30, 2018 and October 1, 2018 through September 30, 2019 which is to be submitted to the State of Ohio as a recommendation from Auglaize County to the Ohio Department of Job and Family Services; said Profile is associated with the Comprehensive Social Services Plan of the Auglaize County Department of Job and Family Services; and,

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby authorize President of the Board to execute the Preliminary Title XX County Profiles for the Auglaize County Department of Job and Family Services for the periods October 1, 2017 through September 30, 2018 and October 1, 2018 through September 30, 2019 as presented by Director Michael Morrow.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
31st day of  
January, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman  
Douglas A. Spencer, yes  
Douglas A. Spencer  
Don Regula, yes  
Don Regula

✓cc: County Department of Job & Family Services --  
Michael Morrow

**IN THE MATTER OF ACCEPTING THE APPLICATIONS FOR CHANGES OR EXTENSIONS OF THE BLASÉ #2 DITCH PROJECT, POSTPONE THE FIRST HEARING ON THE BLASÉ #2 DITH PROJECT AS ORDERED IN RESOLUTION #16-445; SETTING NEW DATES AND TIMES FOR THE SECOND VIEW AND FIRST HEARING FOR THE BLASÉ #2 DITCH IMPROVEMENT PROJECT.**

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The Board of Auglaize County Commissioners met in regular session on the 31st day of January, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, in Resolution #16-445, dated December 13, 2016, the Board of County Commissioners accepted the petition and bond for the Blasé #2 Ditch improvement as petitioned by Gary & Emily Wiedeman and Kenneth Dicke on January 26, 2017, the Board of Auglaize County Commissioners held the view on the Blasé #2 Ditch Project, located in Sections 31, St. Marys Township petitioned by Gary & Emily Wiedeman and Kenneth Dicke; and,

**WHEREAS**, at said first view, landowner David Dickman and Edward Doenges on January 26, 2017 filed an application for change or extension of the improvement; same being:

To make application to the Board of County Commissioners of Auglaize County to amend the proposed drainage improvements currently under County Petition know Blasé #2 Tile Ditch petition for subsurface drainage improvements, and to place under permanent maintenance, the current petition is currently filed by Gary Wiedeman, Emily Wiedeman, Kenneth Dicke. Said application for an amendment to the current Blasé Ditch #2 petition is as follows:

Commencing at the upper terminus of the existing Blasé Ditch #1 Petition (completed and accepted under County Maintenance in August of 1983) located approximately 500 feet East of the Auglaize – Mercer County Line on the South Side of Southland Road, St. Marys Township;

Thence following the course of the existing Blasé Tile Ditch (D310) in a South and Southeasterly direction through the John & Kathy Dicke property, the Edward & Marjorie Doenges property, and the David Dickman (et al) property and to terminate near the center of Section 31, St. Marys Township. Said Point of Termination for this Amendment will coincide with the Point of Commencement for the current Blasé #2 Ditch petition as filed by Gary Wiedeman, Emily Wiedeman, and Kenneth Dicke. The exact sizes, diameters, and location of said petition and amendment shall be determined after a complete survey and engineering design has been completed by the Auglaize County Engineer.

**WHEREAS**, after said view on January 26, 2017 an application #2 for change or extension of the Blasé Ditch improvement was filed by landowner Fred Wendeln; same being:

To make application to the Board of County Commissioners of Auglaize County to amend the proposed drainage improvements currently under County Petition know Blasé #2 Tile Ditch petition for subsurface drainage improvements, and to place under permanent maintenance, the current petition is currently filed by Gary Wiedeman, Emily Wiedeman, Kenneth Dicke. Said application for an amendment to the current Blasé Ditch #2 petition is as follows:

Being know as Branch #1 of the original petition being located on the south side of Clover Four Road, approximately 2000' west of SR#364 and beginning at the Blasé #2 subsurface tile in Section 6, German Township, Auglaize County, Ohio;

Thence east parallel to Clover Four Road to SR#364;

Thence north parallel to SR#364 approximately 1700' and there to terminate at the upper terminus of the Blasé Tile ditch in 1915. The exact sizes, diameters, and location of said petition and amendment shall be determined after a complete survey and engineering design has been completed by the Auglaize County Engineer.

**THEREFORE BE IT RESOLVED**, the Board of Auglaize County Commissioners does hereby approve the requests for said changes or extensions of the Blasé #2 Ditch as per the signed application from the David Dickman, Edward Doenges and Fred Wendeln, and that said extensions be part of the plan for construction.

**WHEREAS**, the Board of County Commissioners, by this Resolution wish to set a second view date and time and postpone the first hearing date, time and location.

**THEREFORE, BE IT RESOLVED** that said Board of County Commissioners, Auglaize County, Ohio, does hereby set the second view on Southland Road, 1/10 mile east of the Mercer County Line to be held on February 23, 2017 at 10:30 a.m., local for the petition and extensions of the petition for the Blasé Ditch improvement; and,

**BE IT FURTHER RESOLVED** that said Board does postpone the first hearing date of February 16, 2017 at 10:00 a.m. for the Blasé Ditch petition to be held on 16<sup>th</sup> day of March, 2017 at 10:00 a.m., local time, in the Assembly Room – 2nd Floor, Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio.

Commissioner *Spicer* seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this  
31st day of  
January, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

*John N. Bergman*  
John N. Bergman *yes*

*Douglas A. Spencer*  
Douglas A. Spencer *yes*

*Don Regula*  
Don Regula *yes*

*✓* cc: County Engineer

APPLICATION FOR CHANGE OR EXTENSION OF THE IMPROVEMENT

Revised Code, Sec. 6131.10.

RECEIVED

JAN 26 2017

Board of County Commissioners  
Auglaize County, Ohio

January 26, 2017

Wapakoneta, Ohio,

In the Matter of the **BLASE DITCH #2** Single County Ditch No.

*Proceedings to:* to install subsurface tile and place catch basins or manholes as required to satisfy the prayer of the petition. Once the project has been completed, the landowners shall have the drainage petition placed on Permanent Maintenance as per Section 6131 and 6133 of the Ohio Revised Code.

*Petitioned for by:* Gary Wiedeman, Emily Wiedeman, and Kenneth Dicke

*To the board of County Commissioners of Auglaize County, Ohio:*

*The undersigned hereby makes application to your honorable body for:*

**An amendment to the Blase Ditch #2 Single County Ditch Petition: *whereas:***

To make an application to the Board of County Commissioners of Auglaize County to amend the proposed drainage improvements currently under County Petition known as the Blasé #2 Tile Ditch petition for subsurface drainage improvements, and to place under permanent maintenance, the current petition is currently filed by Gary Wiedeman, Emily Wiedeman, and Kenneth Dicke

Said application for an amendment to the current Blasé Ditch #2 petition is as follows:

Commencing at the upper terminus of the existing Blasé Ditch #1 Petition (completed and accepted under County Maintenance in August of 1983) located approximately 500 feet East of the Auglaize - Mercer County Line on the South Side of Southland Road, St. Marys Township;

Thence following the course of the existing Blasé Tile Ditch (D310) in a South and Southeasterly direction through the John & Kathy Dicke property, the Edward & Marjorie Doenges property, and the David Dickman (et al) property and to terminate near the center of Section 31, St. Marys Township. Said Point of Termination for this Amendment will coincide with the Point of Commencement for the current Blasé #2 Ditch petition as filed by Gary Wiedeman, Emily Wiedeman, and Kenneth Dicke.

The exact sizes, diameters, and location of said petition and amendment shall be determined after a complete survey and engineering design has been completed by the Auglaize County Engineer.

All costs of engineering, construction, and future maintenance shall be assessed to the benefiting parcels of land as described in Section 6131 of the Ohio Revised Code.

*Respectfully submitted,*

*David V. Dickman*

petitioner

*Edward L. Doenges*

petitioner

petitioner

petitioner

petitioner

petitioner

APPLICATION FOR CHANGE OR EXTENSION OF THE IMPROVEMENT

Revised Code, Sec. 6131.10.

Wapakoneta, Ohio,

January 26, 2017

In the Matter of the **BLASE DITCH #2** Single County Ditch No.

Proceedings to: to install subsurface tile and place catch basins or manholes as required to satisfy the prayer of the petition. Once the project has been completed, the landowners shall have the drainage petition placed on Permanent Maintenance as per Section 6131 and 6133 of the Ohio Revised Code.

Petitioned for by: Gary Wiedeman, Emily Wiedeman, and Kenneth Dicke

To the board of County Commissioners of Auglaize County, Ohio:

The undersigned hereby makes application to your honorable body for:

An amendment to the Blase Ditch #2 Single County Ditch Petition: whereas:

To make an application to the Board of County Commissioners of Auglaize County to amend the proposed drainage improvements currently under County Petition known as the Blasé #2 Tile Ditch petition for subsurface drainage improvements, and to place under permanent maintenance, the current petition is currently filed by Gary Wiedeman, Emily Wiedeman, and Kenneth Dicke

Said application for an amendment to the current Blasé Ditch #2 petition is as follows:

Being known as Branch #1 of the original petition being located on the south side of Clover Four Road, approximately 2000' west of SR# 364 and beginning at the Blasé #2 subsurface tile in Section 6, German Township, Auglaize County, Ohio;

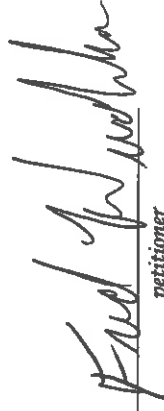
Thence east parallel to Clover Four Road to SR#364;

Thence north parallel to SR#364 approximately 1700' and there to terminate at the upper terminus of the Blasé Tile ditch installed in 1915.

The exact sizes, diameters, and location of said Branch #1 petition and amendment shall be determined after a complete survey and engineering design has been completed by the Auglaize County Engineer.

All costs of engineering, construction, and future maintenance shall be assessed to the benefiting parcels of land as described in Section 6131 of the Ohio Revised Code.

Respectfully submitted,

  
petitioner

petitioner

petitioner

petitioner

petitioner

petitioner

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF ADMENDMENT NO. 1 TO THE LOCAL PROGRAM ADMINISTRATION (LPA) GRANT AGREEMENT NO. 27584 WITH OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE COUNTY'S GLYNWOOD ROAD BRIDGE PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 31st day of January, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County did received and approved in the Resolution #16-088 on February 25, 2016 the grant agreement no. 27584 from Local Program Administration (LPA) with ODOT, in the maximum amount of \$1,062,100.00 for the rehabilitation of the Glynwood Road bridge over the Auglaize River includes removal of existing prestressed box beams due to concrete deterioration. The existing piers and abutments will be modified to increase the width of the structure from 32' wide. New prestressed box beams be set, current standard guardrail installed and the bridge deck and approaches will be paved. No right of way is required to perform the work. This project is schedule for federal fiscal year 2021 which allows for a bid date of July 1, 2020; and,

**WHEREAS**, County Engineer Doug Reinhart has presented to the Board of County Commissioners an amendment/addendum no. 1 which deals with adding language to the bid documents and requiring that the contractor list all Disadvantage Business Enterprise (DBE) Subcontractors for ODOT approval prior to the execution of the contract documents and requesting that the Board approve the amendment/addendum no. 1 and authorize the execution of same.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby approve amendment/addendum no. 1 to the project grant agreement no. 27584 between Auglaize County and Local Program Administration (LPA) with ODOT for a grant of \$1,062,100.0 to be used for the County's Glynwood Road Bridge Project; and,

**BE IT FURTHER RESOLVED** that said Board authorizes Commissioner John N. Bergman to execute the project amendment/addendum no. 1 to the grant agreement no. 27584 as presented.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
31st day of  
January, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

Don Regula  
Don Regula

cc: County Engineer  
/ LPA - ODOT (certified)



## LOCAL-LET PROJECT AMENDMENT No. 1

Amend Section 10 – Non-Discrimination to reflect a revised method of how Prime Contractor will supply DBE firms for ODOT's approval:

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the ORC.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFES)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise  
The Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Division of Chief Legal Counsel  
1980 West Broad Street, Mail Stop 1500  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) Letter of reprimand;
- (b) Contract termination; and/or
- (c) Other remedies available by law including administrative suspension.



Factors to be considered in issuing sanctions include, but are not limited to:

- (a) The magnitude and the type of offense;
- (b) The degree of the Consultant's culpability;
- (c) Any steps taken to rectify the situation;
- (d) The Contractor's record of performance on other projects including, but not limited to:
  - (1) Annual DBE participation over DBE goals;
  - (2) Annual DBE participation on projects without goals;
  - (3) Number of complaints ODOT has received from DBEs regarding the Contractor; and,
  - (4) The number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or

refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.


(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: **AUGLAIZE COUNTY  
COMMISSIONERS**

By:   
John N. Bergman  
President, Auglaize County  
Board of Commissioners

Date: 1/31/2017

**STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Jerry Wray  
Director

Date: \_\_\_\_\_

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION THROUGH ADULT PAROLE AUTHORITY FOR COMMUNITY CONTROL/PROBATION SERVICES.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 31st day of January, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Ohio Department of Rehabilitation and Correction's Adult Parole Authority has provided community control/probation services to the County; and,

**WHEREAS**, Judge Frederick Pepple has asked the Board of County Commissioners to enter into an agreement with the Ohio Adult Parole Authority so that these services will continue; and,

**WHEREAS**, the Ohio Adult Parole Authority has prepared the agreement which has been reviewed and executed by Judge Pepple; and,

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and execute the agreement with the Ohio Adult Parole Authority for community control/probation services; and,

**BE IT FURTHER RESOLVED** that a fully executed copy of this agreement, be hereto attached to and become a part of this Resolution.

Commissioner Spava seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
31st day of  
January, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

Don Regula  
Don Regula

Attachment

cc: Court of Common Pleas -- Judge Frederick Pepple



**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION**  
**AGREEMENT FOR COMMUNITY CONTROL / PROBATION SERVICES**

Auglaize County ("County") is authorized pursuant to ORC 2301.32 to enter into an agreement with the State of Ohio ("State") to provide supervisory services through the Adult Parole Authority pursuant to sections 2301.32, 5149.06 and 5149.12 of the Ohio Revised Code (ORC) to provide such services to local courts. This agreement is made and entered into this 1<sup>st</sup> day of January, 2017 by and between the State of Ohio Department of Rehabilitation and Correction (ODRC), Division of Parole and Community Services (DPCS), (hereinafter referred to as State) and the undersigned representative of Auglaize County (hereinafter referred to as the County) pursuant to authority in sections 2301.32, 5149.06 and 5149.12 of the Ohio Revised Code and shall be updated and renewed on or about the 31st day of December 2018.

**A. ANALYSIS OF COUNTY'S DATA:**

- APA Conditions of Supervision ( Attachment #1)
- Local Rule # 46 ( Attachment #2)
- Office Supplies (Attachment # 3)

**B. SUPERVISION PERSONNEL:**

The number of offenders under supervision referred by the County from December 2015 to November 2016 (12 month average) comes to an average number of 214 offenders under supervision per month. Noteworthy: the average for the Final Quarter of 2016 has increased to 232 offenders per month.

**C. SUPERVISION:**

The State will provide supervision services for offenders placed on Probation, Community Control, Judicial Release, Judicial Release 80%, or Intervention in Lieu of Conviction by the Court pursuant to the policies of the DRC and the DPCS according to the following general standards and guidelines:

1. The County agrees to comply with ORC 2951.03 with respect to the preparation of a PSI for each offender placed under a community control sanction. The County is responsible for the preparation of a PSI and requests to the State to supervise the offender. The County agrees to provide the PSI to the State. The county agrees to complete the appropriate ORAS assessment and enter it in the electronic ODRC Gateway. The currently established protocol to notify the State of new supervision referrals will be maintained.
2. Supervision services shall commence upon the Court pronouncing sentence and verified upon receipt of the Court's sentencing entry, or other official notification by the Court pending receipt of the sentencing entry. A sentencing entry is required for each offender under supervision.

Such entry must include an order requiring the State Adult Parole Authority (APA) to supervise the offender. In the event the court places the offender under supervision, the entry shall order the offender to comply with the APA's standard conditions of supervision (attached herewith as Attachment 5 ), and any Auglaize County Common Pleas Court conditions as approved by the APA. Cases placed under supervision by the Court shall be supervised according to APA Policy 100-APA-13 Supervision Reentry Planning and Classification.

3. The State will otherwise monitor compliance with all court-ordered sanctions (residential, non-residential, and financial) as expressly provided in the sentencing entry.
4. At the Court's request, the State will furnish the Court with the pertinent information concerning the offender's conduct.
5. As soon as the State has reason to believe that one or more sanction(s) or condition(s) of supervision have been violated, the State will conduct an investigation, and may arrest, or cause the arrest of the offender pursuant to ORC 2951.08.
6. Upon learning of an offender's arrest, the State will notify the Court within two business days of that arrest (provided that the nature of the arrest indicates the offender may have violated the terms of their supervision).
7. If an offender is notified to appear before the Court to answer allegations of a violation, a written violation report and recommendation will be submitted to the Court prior to the hearing if a prison sanction is recommended, or likely to be imposed.
8. Once the State determines that an offender has absconded from the jurisdiction of the Court, a request for a capias and an entry tolling the period of supervision will be submitted to the Court within five business days of that determination. A written violation report will be provided in approximately 30 days. Any recommendation will be withheld until such time as

the offender appears before the Court. The APA will continue to track the case on Inactive status until apprehended or the case is terminated by the Court.

9. The State will submit a narrative report to the Court prior to the scheduled termination date of the offender's period of supervision.
10. The County agrees that an offender who is arrested pursuant to ORC 2951.08, and detained in the county jail, must be transported to the Court by the County Sheriff pursuant to Attorney General Opinion Number 95-033.
11. If a Court imposes supervision fees pursuant to ORC 2951.021 on an offender supervised by the State, the fees shall be deposited as provided by ORC 2951.021(D)(4).
12. Neither the State nor its employees will accept financial payments directly from Offenders on probation or community control.

**\*Goal:** Provide Cost Effective and evidence based Options for Safely Supervising Offenders in the Community as well as utilizing fundamentals of Swift and Certain Sanction imposition.

**Objective:** To address technical supervision violations prior to initiating any formal violation process during FY 2017.

**Measure:** The number of offenders engaging in unit based resolution alternatives compared to the number of formal revocation hearings during FY 2017.

#### **1. Caseload, Contact Standards and Risk Assessment**

- a. The current average caseload size per officer will be approximately 80 cases per month. The Officer assigned to the Auglaize County Recovery Program case load may have a modestly smaller case load.
- b. Referrals from the County to the state shall be made via the currently established protocol accompanied by the PSI and Sentencing entry or entries.

**The level and method of supervision for offenders in the community, including type and**

**Frequency of contacts:**

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- c. The supervision/risk level and method of supervision for offenders in the community, including type and frequency of minimum contacts, are listed in policy 100-APA-13 and will be determined by conducting an assessment using the Ohio Risk Assessment System (ORAS).
- d. Conditions of supervision and special conditions imposed are listed in Policy 100-APA-09.

## **2. Services and sanctions**

- a. Standard programming is provided in the community. Sex offender and Substance Abuse Services may be provided by the APA if needed and not available using local resources.
- b. Sanctions will be imposed on Offenders according to policy 100-APA-14 or as indicated by the Court.
- c. Direct APA services including Thinking for a Change, Citizen's Circle, and other Evidenced Based Practices will also be utilized by APA staff in attempts to successfully address negative Behaviors and attitudes.
- d. The APA will work in conjunction with the Court and local partners in the administration of the Auglaize County Recovery Program.

## **3. Terminations**

- a. Criteria for successful completion of supervision:
    - i.. Offenders shall be considered annually for early termination and all Court Ordered Special conditions including court costs, fines, restitution and programming need to be satisfactorily addressed.
- Extensions of supervision will require a hearing before the court or the filing of a Journal Entry That delineates the reason for the extension.
- b. What other types of terminations are used including the criteria for each?  
Other types of terminations and criteria for each:  
Successful: meeting all conditions and conditions of supervision as ordered.
-

Unsuccessful: serving the maximum term of supervision and not having completed terms and Conditions as ordered by the Court; having accumulated the total jail time credit for their prison Term in prison, the County Jail, or any other facility that requires the granting of jail time credit; Convicted of a new felony while under supervision without the current supervision being revoked. Administrative: Any other circumstances that lead the Court to terminate the supervision period which doesn't meet the criteria for either successful or unsuccessful (e.g. death).

#### **4. Drug testing**

Both the Court and the state will supply drug testing capabilities:

a. Type(s) of drug/alcohol testing used:

The APA will use primarily Urinalysis field test kits and to a lesser extent Oral swab field test kits. The variety of drugs tested is enumerated below, however the APA will stay current with community, state, and national trends in the drugs being abused by offenders  
Number of panels per test and what is the cost per panel:

There 11 panels on the tests which are provided by the APA. The tests are purchased by the Operations Support Center (OSC) and are distributed to the Regions. If an offender tests positive for any substance, they may be assessed a \$5.00 fee.

b. Court supplied drug tests:

The court supplies GCMS testing for verification as needed. Said verification is completed by Pathology Laboratories; Lima, Ohio. The offender is assessed a fee by the court on their Court Costs.

The Court also supplies oral swabs to be utilized as determined by the Court:

The Court supplies drug test for participants in the Auglaize County Recovery Program:

c. Substances tested:

Oral: Oral Cube (W.H.P.M., Inc.)

Amp (50ng/ml), Bar (300ng/ml), Bup (10ng/ml), Bzo (50ng/ml), Coc (20ng/ml), mAMP (50ng/ml), MTD (75ng/ml), Opi (40ng/ml), Oxy (50ng/ml), PCP (10ng/ml), THC(75ng/ml and 12ng/ml), Alcohol (.002% BAC)

Urine: Multi-Drug Screen Test (Advin Biotech, Inc.)

Amp (500ng/ml), Bup (10ng/ml), Bzo (300ng/ml), Coc (150ng/ml), Fen (100ng/ml), MDMA (500ng/ml), Met (500ng/ml), Mor (300ng/ml), Mtd (300ng/ml), Oxy (100ng/ml), Thc (50ng/ml), Tra (100ng/ml), OX/pH/SG

d. Frequency of testing:

The frequency of testing is delineated in APA Drug Testing Policy 103-APA-07 or as Judicially Mandated (such as offenders in the Auglaize County Recovery Program).

e. Reasonable attempts will be made to insure that the drug test is monitored.

**D. RESOURCE ALLOCATION:**

1. The parties agree that the following items are necessary or desirable for the performance of services under this agreement and agree to provide for them as follows: **Auglaize County**
  - a. Forensic Evaluations shall be provided by the county for community control / probation cases.
  - b. Unless the Adult Parole Authority provides a District Office for its staff, the following will be provided by the **County**:

Clerical support

Office space and utilities

Paper (White)

Office equipment/Furnishings

Office supplies

Telephone services

Copier accessibility

Parking

Postage

Internet Accessibility

The following will be provided by the **State**:

Fax machine, supplies, and service/maintenance

Office equipment

Office supplies

Computer, supplies, and service/maintenance

Microsoft Office software

Paper (yellow)

2. The State will be responsible for the hiring, training, and general management of employees. Decisions regarding the hiring, evaluation, discipline or assignment of these employees shall be within the sole discretion of the State. All salaries, employee benefits, mileage costs, training, and its related costs shall be paid by the State. State employees may receive additional training, subject to the approval of the Adult Parole Authority, paid for through other County sources.
  3. Auglaize County shall be responsible for the hiring, training, and general management of county employees. All salaries, employee benefits, mileage costs, training, and its related costs for county employees shall be paid by the County.
-

#### **E. STATE RESOURCES AND WORKLOAD:**

The State will monitor workloads during the term of the agreement and make the necessary budgeting request for additional personnel if necessary. The County understands that such requests are considered on a biennial basis and the State may not receive the necessary personnel or funds to meet increased workloads. If additional funds are received, allocations will be based on areas with the highest increase in workloads.

In the event that workloads increase and the State is unable to reassign staff, and additional funding is not provided, then:

- a. The County may need to hire employees to cover the increased workload.
- b. The State may be able to provide services for the increased workload. However, such services would have to be at reduced levels, as mutually agreed to by the parties.

It is understood between the parties of this agreement that this agreement is subject to section 126.07 of the Revised Code which requires certification by the Director of Budget and Management as to appropriations by the Legislature.

**Are any of the following financial resources collected to help offset or pay for the operating expenses of services (i.e. drug testing, fees paid by offender for services/sanctions, GPS)?**

Neither the State nor its employees will accept financial sanction payments directly from offenders on probation, community control, or Intervention in Lieu of Conviction.

#### **F. RESOLUTION OF DISPUTES:**

The State and County agree that if any controversy or dispute arises out of or relates to this agreement, or any breach of this agreement, they will attempt in good faith to settle the dispute within 30 days. Should this fail the parties agree to mediation. The parties shall attempt to mutually agree to a mediator. Any costs associated with mediation services shall be equally borne by both parties of this agreement. In the event a judge or judges of the Court of Common Pleas shall find

an officer assigned to Auglaize County to be unacceptable, the Court may, through the Administrative or Presiding Judge request in writing to the Adult Parole Authority Unit Supervisor that said officer be considered for reassignment.

**G. AGREEMENT TERMINATION:**

In the event that either party wishes to terminate this Agreement, they agree to supply the reason(s) for the intent to terminate in writing to the other party. This notice will be given sixty (60) days prior to the termination.

Either party shall have thirty (30) days following the receipt of such notice to request reconsideration to the Chief of the Adult Parole Authority or to the Administrative Judge of the Court.

**H. RELATIONSHIP TO THE COMMUNITY CORRECTIONS ACT PROGRAM (if applicable)**

Local Community Corrections Act (CCA) programs shall work in collaboration with the State in providing alternative sentencing options for the Court. Whenever possible, and not legally prohibited, resources should be shared to allow cost benefits to state and community programs. The County and the State recognize that the CCA programs are targeted for specific purposes and offenders.

1. The CCA program will transfer offenders upon completion of the CCA program to the State if further supervision is required.
2. Probationers / community control offenders may be transferred to the county CCA program when violation or other behavior(s) occur that make the CCA program more appropriate.
3. The County and the State shall share information and, wherever possible, unify procedures to enhance program effectiveness in state and county programs.
4. A representative of the State may be appointed as a non-voting member of the Local

Community Corrections Board.

**I. AGREEMENT COMPLIANCE**

This agreement supersedes any previous Agreement(s) executed by the parties or their authorized representatives. This document represents the sole agreement between the parties. This agreement shall be governed by the laws of the State of Ohio. It constitutes the entire agreement between the parties regarding its subject matter. It is subject, however, to modifications in writing at any time upon the mutual consent of the parties.

If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.

**J. AGREEMENT RENEWAL OR EXTENSION**

The Agreement for Services should be reviewed and renewed every two- (2) years. In the event the Agreement for Services is not renewed by the termination date, it will continue in effect unless altered by mutual consent of the County and State. **Mutually agreed upon changes to terms and conditions of this agreement may be made as needed during the two year period.**

**FOR THE STATE:**

\_\_\_\_\_  
Katrina Ransom, Superintendent                      Date  
Adult Parole Authority

\_\_\_\_\_  
Cynthia Mausser, Managing Director                      Date  
Court and Community





**IN THE MATTER OF AUTHORIZING ANNEXATION INTO THE UNIOPOLIS SEWER DISTRICT OF ONE SINGLE FAMILY HOME OWNERSAS REQUESTED BY RICHARD LOWRY.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 31st day of January, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on 6th day of July, 1982 an agreement between the Board of Auglaize County Commissioners and Uniopolis Village was executed for the purpose of the Village of Uniopolis being assisted on a continuing basis in the supervision of their sanitary sewerage facilities by personnel from the Auglaize County Sanitary Engineering Department; and,

**WHEREAS**, on 5th day of November, 2013 by an affirmative vote of the majority for the Village of Uniopolis the corporate powers of such village ceased; and,

**WHEREAS**, on September 9, 2014 the warranty deed was recorded in OR Book 645 Pages 2513 -2517 for the following parcels of real property situated in Union Township, Auglaize County, Ohio, more particularly described below defining the "Uniopolis Sewer District":

**PARCEL ONE** – Being all of the fraction Five (5) of the Shaw, Bechdolt, Caseldine and Parlette Subdivision and part of the northwest quarter of the southwest quarter of Section 17, T-3-S, R-7-E, Union Township, Auglaize County, Ohio and more particularly describing as follows:

Beginning at the Northeast Corner of said Fraction Five (5); then South with the East line of said Fraction Five (5) and the West right-of-way line of the D.T. & I Railroad, 914 feet to the south line of the Northwest quarter of the Southwest quarter of Section 17 also being the North Corporation line of the Village of Uniopolis, Ohio; then West with the South line of the Northwest quarter of the Southwest Quarter of Section 17, also being the said North Corporation, 723 feet to the centerline of S.R. 65 (Uniopolis-Lima Road); thence Northwesterly with said centerline, 494 feet to the south line of Lot No. 1 of the Shaw, Bechdolt, Caseldine, and Parlette Subdivision extended; thence East with said South line 296.6 feet to the Southwest corner of said Lot No. 1; then North with the East line of Lots 1, 2, 3 & 4 in said Shaw, Bechdolt, Caseldine and Parlette Subdivision, 423.5 feet to the Northwest corner of Fraction Five (5) of said Shaw, Bechdolt, Caseldine and Parlette Subdivision; thence East with the North line of said Fraction Five (5), 501 feet to the PLACE OF BEGINNING containing 13.4 Acres more or less and subject to all legal highways and other easements of record. Volume No. 2046, Page 651,

**PARCEL TWO** – Inlot Number 34 in the Village of Uniopolis, County of Auglaize, State of Ohio. Parcel No. L35-001-038-00; L35-001-039-00 commonly known as 39 N. Main Street, Uniopolis, Ohio 45888. Prior Instrument Reference No. 2001000004726 OR Book 595 Page 892.

**PARCEL THREE** – Inlots No. thirteen (13) and fourteen (14) in the original plat of said Village of Uniopolis, Auglaize County, Ohio; and,

**WHEREAS**, a request was submitted by Richard Lowry of Outlot #29, Village of Uniopolis plus a 700' (east-west) and 350' (north-south) rectangle from the southwest corner of such parcel as described in deed reference OR 573-1795 containing 3.21 acre parcel and 5.62 acre parcel for the annexation of his single family home into the Uniopolis Sewer District.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Auglaize County, Ohio:

Section 1: For the purpose of promoting and preserving the public health and welfare and to provide sewer service to additional residents of the County, the Uniopolis Sewer District, is hereby enlarged and expanded by the addition of the following territory:

Richard Lowry of Outlot #29, Village of Uniopolis plus a 700' (east-west) and 350' (north-south) rectangle from the southwest corner of such parcel as described in deed reference OR 573-1795 containing 3.21 acre parcel and 5.62 acre parcel.


Section 2: All costs for installing and maintaining individual sewage grinder pumps with a 1.5" force main at the owner's expense, to bring the sewage into the existing system.


Section 3: The owner shall be responsible for any and quarterly sewer fees being charged to them as a residence within the sewer district as established by the Auglaize County Commissioners.


Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
31st day of  
January, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

  
John N. Bergman, yes

  
Douglas A. Spencer, yes

  
Don Regula, yes

cc: Auglaize County Sanitary Engineer  
✓ Property Owners: Richard Lowry  
✓ Union Township – Fiscal Officer



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale

1 inch = 175 feet

1/19/2017