

**IN THE MATTER OF AUTHORIZING AND APPROVING THE SOFTWARE AGREEMENT WITH  
OPENGOV, INC. FOR THE PURCHASE OF FINANCIAL SOFTWARE FOR THE BOARD OF COUNTY  
COMMISSIONERS' OFFICE.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the County Administrator, Erica L. Preston, has obtained a quote to purchase OpenGov Intelligence financial software; and,

**WHEREAS**, OpenGov, Inc. has presented a software agreement for the purchase of OpenGov Intelligence financial software and a verbal recommendation was submitted to the Board from County Administrator Preston to purchase the software in the amount of \$5,000.00.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the software agreement and purchase of the OpenGov Intelligence financial software for the Board of County Commissioners' Office in the amount of \$5,000.00; and,

**BE IT FURTHER RESOLVED** that said Board authorizes the President of the Board to execute said software agreement and authorizes the County Administrator to proceed with the purchase of the software from OpenGov, Inc.

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer  
Douglas A. Spencer

Don Regula  
Don Regula

John N. Bergman  
John N. Bergman

cc: County Administrator



OpenGov, Inc.  
 955 Charter Street  
 Redwood City, CA 94063  
 United States

Created Date: 12/22/2015  
 Expiration Date: 12/30/2015

Prepared By: Brian Chaney  
 Phone: 650-265-7202  
 Email: bchaney@opengov.com  
 Contract Dates: Effective: 2015-12-22  
 Ends on: 2016-12-21

**Customer Information**

Contact Name: Erica Preston  
 Phone: 419-739-6710  
 Email: epreston@auglaizecounty.org

Bill To Name: County of Auglaize, OH  
 Bill To: 209 S. Blackhoof Street  
 Wapakoneta, OH 42895  
 United States

Fax

**Order Details**

Description: OpenGov Intelligence™ allows customers to easily create and share internal operational reports, combining unlimited financial (e.g., general ledger, chart of accounts, current year and month spending, transactions, and balance sheet) and non-financial data (performance metrics, operational data, census data, custom financial projections, etc.) from numerous sources to help governments make better financial decisions and operate more efficiently. OpenGov Intelligence includes the features of OpenGov Transparency, allowing multiple years of financial and non-financial data to be accessible by citizens through an online portal.

**Fees**

Product	Quantity	Sales Price	Discount	Total Price
OpenGov Intelligence – Annual Subscription	1.00	\$5,000.00		\$5,000.00
OpenGov Intelligence – Implementation Fee	1.00	\$2,000.00	100.00%	\$0.00

Billing Frequency: Upfront


**Total Price \$5,000.00**

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("Agreement") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

**Signature**

Customer

OpenGov, Inc.

Signature:   
 Name: Douglas A. Spencer  
 Title: President  
 Date: December 24, 2015

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Terms and Conditions**

**Appendix A**

**OpenGov Terms and Conditions**

**1. SOFTWARE SERVICES**

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

**2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. **OWNERSHIP.** OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. **CONFIDENTIALITY.** Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or

## OPENGOV, INC. SOFTWARE AGREEMENT

court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. **DATA LICENSE.** Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. **PAYMENT OF FEES.** The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice (which OpenGov typically sends 45 days after the Effective Date).

### 7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

### 8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE

## OPENGOV, INC. SOFTWARE AGREEMENT

SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Ohio without regard to its conflict of laws provisions

**IN THE MATTER OF APPROVING THE 2016 TASKS "1", "2", "3", "4" AND "5" OF THE MASTER SERVICES AGREEMENT BETWEEN AUGLAIZE COUNTY AND HULL & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES IN RELATION TO THE ST. MARYS LANDFILL MONITORING; RATIFYING THE EXECUTION OF SAID 2016 ATTACHMENTS "1", "2", "3", "4" AND "5".**  
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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County being responsible for the environmental monitoring at the St. Marys Landfill, must enter into an agreement with a company licensed to perform said monitoring services; and,

**WHEREAS**, a Master Services Agreement was entered into on August 7, 2008 by and between the Board of County Commissioners and Hull & Associates outlining the professional consulting services to be provided by Hull & Associates; and,

**WHEREAS**, the following TASKS have been presented to the Board of County Commissioners by Hull & Associates:

**TASK 1 – March 2016 Groundwater Sampling and Reporting**

Perform annual groundwater monitoring event and prepare Statistical Report of Groundwater Quality for the detection monitoring program and assessment monitoring program; Perform one confirmation resampling event and completion of one alternate source demonstration, if necessary; Complete notification of assessment activities and determination of rate, extent, and concentration reporting as required for the assessment program.

**TASK 2 – September 2016 Groundwater Sampling and Reporting**

Perform annual groundwater monitoring event and prepare Statistical Report of Groundwater Quality for the detection monitoring program and assessment monitoring program; Perform one confirmation resampling event and completion of one alternate source demonstration, if necessary; Perform semi-annual rate, extent, and concentration reporting as required for the assessment program.

**TASK 3 – Inspection of engineering controls and performance Monitoring Activities**

Existing engineering controls are in place to abate the release of waste derived constituents from the landfill and are a component of the proposed corrective measures. Engineering controls implemented at the facility include institutional controls, landfill cap, storm water conveyance system, leachate management system, and explosive gas management system. Hull will complete an inspection to verify that the engineering controls are functioning as designed and will recommend the potential maintenance/repair activities if identified. The results of this inspection will be included in the update of the Corrective Measures Plan (CMP). Hull will collect liquid levels and methane concentrations from existing gas vents and leachate piezometers concurrent with semi-annual groundwater sampling events. Concurrent with the first semi-annual sampling event leachate samples will be collected from each leachate piezometer and submitted to the analytical laboratory for analysis of OAC 3745-27-10 Appendix I parameters. These data will be used in evaluating the effectiveness of the proposed corrective measures and included in the update of the CMP.

Groundwater piezometers located across the St. Marys River from the landfill will be sampled for OAC 3745-27-10 Appendix I parameters concurrent with semi-annual groundwater sampling activities. The data will be evaluated to determine the extent of waste-derived constituents in groundwater.

**TASK 4 – Update Corrective Measures Plan**

Complete the update to the 2003 Corrective Measured Plan. Plan updates will include a risk-based analysis for development of groundwater risk based standards that are protective of human health and environment. Prior to completing the update the Corrective Measures Plan, Hull will participate in a technical meeting with Ohio EPA to discuss the information that will be included in the updated CMP and to identify any additional information that Ohio EPA would require prior to approving the CMP.

**TASK 5 – Compliance Issues**

Perform routine compliance correspondences with Ohio EPA to address requests for more information and discuss results of groundwater monitoring data for the calendar year 2016 at an estimated total cost for Task "1" "2", "3", "4" and "5" of \$98,800.00; and,

**WHEREAS**, the laboratory analytical are not included in the above estimate, they are estimated to be about \$37,000 and will be billed directly to the County by the laboratory; and,

**WHEREAS**, the Board of County Commissioners was requested to approve the agreement and execute same.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve the 2016 TASKS “1” “2” “3” “4” and “5” of the Master Services Agreement between Auglaize County and Hull & Associates, Inc. for professional environmental monitoring services at the St. Marys Landfill for 2016; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners authorizing the President of the Board to execute approved the 2016 TASKS “1” “2” “3” “4” and “5” of the Master Services Agreement with Hull & Associates, Inc. as presented.

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

 Yes  
Douglas A. Spencer

 Yes  
Don Regula

 Yes  
John N. Bergman

cc: Scott Cisco, Solid Waste/Recycle Coordinator  
/ Hull & Associates, Inc.

**IN THE MATTER OF APPROVING THE CONTRACT AND BOND FOR CY SCHWIETERMAN, INC. FOR THE CULLITON DITCH PROJECT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Engineer's office has filed with this Board a contract and bond with Cy Schwieterman, Inc. for labor and materials for said Culliton Ditch project petitioned under Senate Bill 160; and,

**WHEREAS**, the Board of County Commissioners has been requested to approve and execute the contract and bond, as all appears to be in order.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract and bond with Cy Schwieterman, Inc., as presented, for the Culliton Ditch project; and,

**BE IT FURTHER RESOLVED** that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

**BE IT FURTHER RESOLVED** that the Secretary of the County Engineer prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

**BE IT FURTHER RESOLVED** that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

✓cc: County Engineer



# DITCH CONTRACT

Revised Code, Sec. 6131.41

*In the Matter of the* CULLITON DITCH

*SINGLE County Ditch Petitioned for by* SENATE BILL 160 PROJECT *and others.*

THIS AGREEMENT, *made and entered into on this* 24<sup>th</sup> *day of* December 2015.

*by and between the County Commissioners of* AUGLAIZE COUNTY

*Ohio, and hereinafter designated as "First Party," and* CY SCHWIETERMAN, INC. *of*

10097 KOHLER ROAD, WAPAKONETA, OHIO 45895 *hereinafter designated as "Second Party."*

WITNESSETH, THAT SAID "SECOND PARTY," *For and in consideration of the sum*

*of* TWO HUNDRED TWO THOUSAND THREE HUNDRED ELEVEN and 35/100

*( \$202,311.35) Dollars, to be paid as hereinafter specified, hereby agree to furnish unto*

*said "First Party." all the necessary materials, and do all the work and labor required to construct the*

CULLITON DITCH *improvement petitioned for by* SENATE BILL 160 PROJECT

*and others, in accordance with plans, drawings and specifications for the same hereto attached, which plans, drawings and specifications are hereby declared to be a part of this contract.*

*Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in charge, without hindrance or delay to any other branch or class of work on said CULLITON DITCH and to work in harmony with and to render such assistance to other branches of work as their connection therewith and the progress of the CULLITON DITCH may require. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 1<sup>st</sup> day of OCTOBER, 2016,*

AND SAID "FIRST PARTY," *for and in consideration of the true and faithful performance of said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second Party" said sum of* TWO HUNDRED TWO THOUSAND THREE HUNDRED ELEVEN and 35/100 ( \$202,311.35) *Dollars, in installment from time to time, upon the certificate of acceptance of the County Engineer and as provided by law.*


Now if the said


CY SCHWIETERMAN, INC.


of 10097 KOHLER ROAD, WAPAKONETA, OHIO

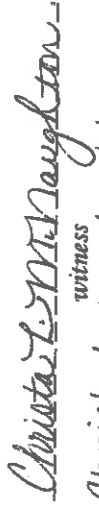
shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

  
signed

  
company

  
witness  
Jerry S. Lehman, Jr.

  
witness  
Christa L. McNaughton

10097 Kohler Rd.  
street

Wapakoneta, Oh. 45895  
city, state, zip

The above Contract being good and sufficient is approved this 24<sup>th</sup> day of December, 2015.

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

# BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

*In the Matter of the* CULLITON DITCH

*Single County Ditch No.*

ON CONTRACT FOR WORK AND LABOR  
AND MATERIALS

*Petitioned for by* SENATE BILL 160 PROJECT *and others*

KNOW ALL MEN BY THESE PRESENTS, *That we,* CY SCHWIETERMAN, INC.

*of* 10097 KOHLER ROAD, WAPAKONETA, OHIO *,* *as Principal,* *and*  
LETTER OF CREDIT, FIRST NATIONAL BANK IN NEW BREMEN, *as sureties, are*

*held and firmly bound unto the state of Ohio for the benefit of* AUGLAIZE COUNTY *and*  
*for the benefit of any owner having a right of action thereon as is provided by law, in the penal sum of*  
*TWO HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-NINE and*  
*18/100 (\$ 252,889.18) Dollars, WHICH IS 125% OF THE DITCH CONTRACT, to the*  
*payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves, our*  
*heirs, executors and administrators.*

*Signed by us, and dated this* 24<sup>th</sup> *day of* December *,* 2015.

*THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound*

*CY SCHWIETERMAN, INC. of* 10097 KOHLER ROAD, WAPAKONETA, OHIO

*have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and*  
*perform the work and labor for the construction of the* CULLITON DITCH *improvement*

*petitioned for by* SENATE BILL 160 PROJECT *and others specified in said Contract, to*  
*the satisfaction and acceptance of the County Engineer, on or before the* 1<sup>st</sup> *day of* OCTOBER,  
2016, *for the compensation of* TWO HUNDRED TWO THOUSAND THREE HUNDRED  
ELEVEN *and* 35/100 (*\$*202,311.35) *Dollars. (DITCH CONTRACT AMOUNT).*

*Second, to save the County from any loss caused by delay in completing the work or furnishing the*  
*material within the time and in the manner expressed in the contract, bid and specifications;*


*Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the*  
*contractor in the performance of his contract;*

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said CY SCHWIETERMAN, INC.  
of 10097 KOHLER ROAD, WAPAKONETA, OHIO

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of


  
Signed

Cy Schwietman & Co.  
company

10097 Kohler Rd.  
street

Wapakoneta, Oh. 45895  
city, state, zip

  
witness  
Jerry S. Lehman, Sr

  
witness  
Christa L. McNaughton

The above Bond being good and sufficient is approved this 24<sup>th</sup> day of December, 2015.

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

County Commissioners Office  
Auglaize County, Ohio  
December 24, 2015

No. 15-544

**IN THE MATTER OF APPROVING A TRANSPORTATION CONTRACT WITH THE AUGLAIZE COUNTY COORDINATED TRANSPORTATION COMMITTEE AND THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners has in the past, contracted with Auglaize County Coordinated Transportation Committee for transportation services; and,

**WHEREAS**, Christine L. Roby, Director of the County On Aging presented a contract for above mentioned services at a rate of fifty cents (\$.50) per mile, effective dates January 1, 2016 through December 31, 2016; and,

**WHEREAS**, the Board of County Commissioners was requested to approve this contract and execute same.

**THEREFORE BE IT RESOLVED**, the Board of Commissioners of Auglaize County, Ohio does hereby approve the Contract with the Auglaize County Coordinated Transportation Committee, to the specifics mentioned above; and,

**BE IT FURTHER RESOLVED** that the Board authorizes President of the Board to execute said Contract.

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

Adopted this  
24th day of  
December, 2015

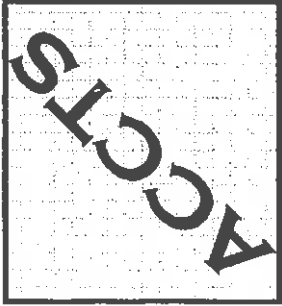
BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

/cc: Auglaize County Council  
on Aging



AUGLAIZE CO. COORDINATED TRANSPORTATION SERVICE  
C/O AUG. CO. COUNCIL ON AGING  
610 INDIANA AVENUE  
P O Box 215  
ST. MARYS, OHIO 45885-0215

## Contract Between the ACCTS Committee and ACCTS Member Agency

The Auglaize County Coordinated Transportation Committee (ACCTS) and  
Auglaize County Board of Commissioners, member agency, make  
the following agreement for services to be provided during the period of January  
1, 2016 and December 31, 2016.

That the ACCTS committee shall provide coordinated transportation to the  
member agency in accordance with the established ACCTS policies at a rate of  
fifty cents (\$.50) per mile. The rate shall not be affected by the number of clients  
sent by that member agency on each individual trip. Arrangements may be  
made, and a special rate established, on an individual basis for trips of unusual  
distance. These rates shall be used unless changed by the action of the ACCTS  
committee and notice having been given to the members.

  
Christina L. Roby, ACCTS Committee

December 15, 2015  
Date

  
For the Member Agency  
President, Auglaize County Board of Commissioners

December 24, 2015  
Date

PHONE: (419) 394-8252

FAX: (419) 394-4217

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH THE AUGLAIZE COUNTY COUNCIL ON AGING FOR SUPPORT OF ITS TRANSPORTATION PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2014.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Auglaize County Council on Aging, Inc. has presented to the Board of County Commissioners a service agreement for support of the Council's transportation program; and,

**WHEREAS**, the sole purpose of the agreement is to develop and maintain a working relationship between the Board and the Council for the services and follow-up of senior citizens aged 60 and older in Auglaize County under the supervision of either agency; and, .

**WHEREAS**, the Council has requested the Board to approve the agreement beginning January 1, 2016 and end December 31, 2016.

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners, Auglaize County, Ohio, does hereby approve the service agreement between said Board and the Auglaize County Council on Aging, Inc. as presented by said Council; and,

**BE IT FURTHER RESOLVED** that the President of the Board is hereby authorizes to execute said agreement.

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer  
Douglas A. Spencer

Don Regula  
Don Regula

John N. Bergman  
John N. Bergman

/cc: Auglaize County Council on Aging, Inc.



# Auglaize County Council on Aging, Inc.

Website: [auglaize seniorservices.com](http://auglaize seniorservices.com)

**Main Office:**  
610 Indiana Ave.  
P.O. Box 215  
St. Marys, Ohio  
45885-0215

**Telephone:**  
419-394-8252  
**Fax:** 419-394-4217  
**Toll Free:**  
1-866-244-6401

## 2016 Service Agreement

**Satellite Office:**  
1100 Defiance St.  
Wapakoneta, Ohio  
45895-0215

This agreement is made and entered into this day between the Auglaize County Council on Aging, Inc., St. Marys, Ohio and Auglaize County Board of Commissioners hereafter referred to as "your agency"). This agreement shall commence beginning January 1, 2016 and end December 31, 2016.

It is understood that the sole purpose of this agreement is to develop and maintain a working relationship between the above-mentioned agencies for the services and follow-up of senior citizens aged 60 and older in Auglaize County under the supervision of either agency.

Both agencies, by virtue of the agreement, stated an intention to accept referrals from each other and to refer patients/clients to each other where available services are a desirable part of an individual's life.

Auglaize County Council on Aging, Inc. is cognizant of the necessity of confidentiality concerning an individual. The clients, therefore, should be made aware of the referral and authorize the release of information.

This agreement will remain in effect until altered or cancelled by ninety (90) days written notice. Modification of a portion of this agreement has no effect on the other elements of the agreement.

Both parties herein identified are advised that the services defined under this agreement are subject to compliance with Title III, Civil Rights Act of 1964, as amended.

I hereby agree to the terms of this agreement listed above.



Agency's Authorized Signature



Aug. Co. Council on Aging's Authorized Signature

President

Auglaize County Board of Commissioners Title

Executive Director

December 24, 2015

Date of Signature

December 15, 2015

Date of Signature

*Contract services through Area Agency on Aging 3  
Auglaize County Tax Levy and Auglaize County United Way  
EEO/AA Agencies*



**IN THE MATTER OF APPROVING AND RATIFYING THE EXECUTION OF AN AGREEMENT WITH DR. THOMAS R. FREYTAG FOR MEDICAL CARE TO INMATES HOUSED IN THE COUNTY LAW ENFORCEMENT CENTER.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, each year it is necessary for the Board of County Commissioners to enter into an agreement with a physician who will render medical care to the inmates housed in the County Law Enforcement Center; and,

**WHEREAS**, Sheriff Allen F. Solomon and Dr. Thomas R. Freytag, MD have prepared the following agreement for such services:

Auglaize County agrees to pay Dr. Thomas Freytag for the medical care of inmates housed in the Auglaize County Correctional Center under the following terms and conditions.

1. The Auglaize County Sheriff shall pay Dr. Freytag the sum of \$1,875.00 per month for the period of January 1, 2016 to December 31, 2016.

2. This agreement may be terminated by mutual agreement of the parties involved; and,

**WHEREAS**, the above agreement is acceptable to both the Sheriff and Dr. Freytag.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the agreement with Dr. Thomas R. Freytag MD to render medical care to the inmates at the County Law Enforcement Center/Correctional Center for the period so stated; and,

**BE IT FURTHER RESOLVED** that said Board approves the execution of said agreement.

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

cc: Sheriff Allen F. Solomon  
Thomas R. Freytag MD

**Agreement  
Correctional Physician  
Independent Contract**

This agreement is between the Auglaize County Board of Commissioners (BOCC) and Dr. Thomas Freytag (Correctional Physician) to provide medical services, as an independent contractor, at the Auglaize County Law Enforcement Center (LEC) located at 1051 Dearbaugh Avenue in Wapakoneta, OH.

**NARRATIVE:**

The Correctional Physician oversees medical issues that arise concerning inmates incarcerated at the seventy-five bed facility at the LEC. The Auglaize County Sheriff employs a full time nurse, and PRN nurses, at the LEC who attend to most medical issues. At mutually agreeable times between the Correctional Physician and the nursing staff, the Correctional Physician attends to his medical duties at the LEC to sign off on nursing notes and address issues covered while on call. The Correctional Physician reviews intake physicals and attend to inmates as requested by the nursing staff. Any procedures or emergency issues are referred out. The Correctional Physician provides approximately two hours per week as the Correctional Physician.

**SPECIFICS:**

The BOCC agrees to contract with Dr. Thomas Freytag, as an independent contractor, for the medical care of inmates housed in the LEC under the following terms and conditions.

1. The Correctional Physician as part of his duties performs medical jail visits for inmates, following minimum jail standards outlined in the Minimum Jail Standards Policy Book.
2. The Correctional Physician oversees treatment of inmates to include reviewing inmate medical files, overseeing medication administration, developing and supervising treatment plans.
3. The Correctional Physician is on call for any medical emergency that occurs involving inmates at the LEC.
4. The Correctional Physician oversees any additional correction programs at the LEC provided that protocols are established, reviewed, and approved by the Correctional Physician and medical staff.
5. The Correctional Physician develops and/or updates and implements policy and procedure for inmate medical care as necessary.
6. The Correctional Physician arranges for sick call to be held by qualified health personnel at the jail.

7. The Correctional Physician approves and supervises medical treatment conducted at the jail.
8. The Correctional Physician delegates duties to nursing staff.
9. The Correctional Physician SHALL NOT perform surgical activities other than life emergency first aid.
10. The Correctional Physician will provide proof of professional liability insurance at a minimum of \$1,000,000 each occurrence and \$3,000,000 general aggregate to the Auglaize County Sheriff and to the BOCC.
11. The Correctional Physician will provide proof of current physician licensure documentation to the Auglaize County Sheriff and the BOCC.
12. The Auglaize County Sheriff's Office will conduct a N.C.I.C criminal history check and a background check in reference to performing the duties as Correctional Physician.
13. The Auglaize County Sheriff shall pay the Correctional Physician the sum of \$1,875.00 per month for the period of January 1, 2016 – December 31, 2016.
14. This agreement may be amended at any time upon written mutual agreement by both parties.
15. This agreement may be terminated by mutual agreement of the parties involved.
16. The Correctional Physician is an independent contractor and shall be responsible for his own taxes, worker's compensation, and said employment is not part of PERS.

[Remainder of Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, the parties have set their hands on the day and year before written.

Carrie Ruffel  
Witness

Auglaize County Board of County Commissioners  
Auglaize County, Ohio

Douglas A. Spivey

Don Reynolds

John W. Bergman

Date: December 24, 2015

Allen F. Solomon

Allen F. Solomon, Sheriff

Thomas R. Freytag

Thomas R. Freytag, M.D.

Date: 12-18-15

Date: 12/18/15

APPROVED AS TO FORM:

Edwin A. Pierce, Prosecuting Attorney  
Auglaize County, Ohio

**IN THE MATTER OF AUTHORIZING ADJUSTMENTS TO THE 2015 APPROPRIATION BUDGETED AS REQUESTED BY THE COUNTY AUDITOR.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Janet Schuler, County Auditor has submitted the following request to the Board of County Commissioners:

December 23, 2015

Board of County Commissioners,

The 2015 Appropriation Budget needs adjusted for the following line items:

<b>INCREASE:</b>		
184.0184.539700	14 Flex Spending	- 7,631.43
240.0240.540100	Principal	.44
504.0021.539800	Transfer Out	- 4,882.88
513.0021.539800	Interest	- 9.52
640.0640.540200	Interest	- 38.89
<b>DECREASE:</b>		
504.0021.539700	Trust Funds	- 4,882.88
513.0021.539700	Auglaize Acres	- 9.52
640.0640.503200	Ditch Rotary	- 38.89

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the appropriation budget adjustments as requested and listed above.

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

/cc: County Auditor

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN AUGLAIZE COUNTY JOB AND FAMILY SERVICES AND AUGLAIZE COUNTY COORDINATED TRANSPORTATION COMMITTEE (ACCTS) FOR TRANSPORTATION SERVICES.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary for the Auglaize County Department of Job & Family Services to contract for transportation services for eligible individuals as determined by said Job & Family Services; and,

**WHEREAS**, a contract has been negotiated between the Auglaize County Department of Job & Family Services and ACCTS to provide transportation services for Social Services, Medical or Employment needs; and,

**WHEREAS**, contract term to be from January 1, 2016 through December 31, 2016 at the cost of fifty cents (\$.50) per mile, with the rate being affected by the number of clients sent by that member agency on each individual trip, as well as, trips of unusual distance; and,

**WHEREAS**, the contract has been approved by the Auglaize County Department of Job & Family Services with the Board of County Commissioners being asked to approve this contract.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job & Family Services and ACCTS for transportation services as mentioned above.

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer  
Douglas A. Spencer yes

Don Regula  
Don Regula yes

John N. Bergman  
John N. Bergman yes

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

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN AUGLAIZE COUNTY JOB AND FAMILY SERVICES AND AUGLAIZE COUNTY COUNCIL ON AGING, INC. FOR TRANSPORTATION SERVICES.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary for the Auglaize County Department of Job & Family Services to contract for transportation services for eligible individuals as determined by said Job & Family Services; and,

**WHEREAS**, a contract has been negotiated between the Auglaize County Department of Job & Family Services and Auglaize County Council on Aging, Inc. to provide transportation services for Social Services, Medical or Employment needs; and,

**WHEREAS**, contract term to be from January 1, 2016 through December 31, 2016; and,

**WHEREAS**, the contract has been approved by the Auglaize County Department of Job & Family Services with the Board of County Commissioners being asked to approve and execute this contract.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job & Family Services and Auglaize County Council on Aging Inc. for transportation services as mentioned above; and,

**BE IT FURTHER RESOLVED** that said Board ratifies the execution of said contract.

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

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

County Commissioners Office  
Auglaize County, Ohio  
December 24, 2015

NO. 15-SSD

**IN THE MATTER OF DOCUMENTING RECEIPT OF BIDS FOR ITEM 1 – CONTRACT A AND  
AWARDING THE BID TO SIDNEY ELECTRIC FOR THE AUGLAIZE ACRES FIRE ALARM SYSTEM  
UPGRADE PROJECT TO AN EXISTING BUILDING; AND AUTHORIZING THE EXECUTION OF THE  
CONTRACT.**

\*\*\*\*\*

The Board of Auglaize County Commissioners met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on December 1, 2015, Resolution #15-497, the Board of Auglaize County Commissioners set this date, December 17, 2015 at 2:00 p.m. to receive bids for the Auglaize Acres Fire Alarm System Upgrade project to existing building; and,

**WHEREAS**, those present for the bid opening were Garmann/Miller Architects-Engineers Representatives: Kevin Rinderle and Chris Monnin and various contractors; and,

**WHEREAS**, five (5) bids were received for this project; same being:

	<b><u>Item 1 – Contract A</u></b>
Area Electric	\$173,690.00;
C & J Electric	\$175,962.00;
Koester Electric Inc.	\$147,900.00;
Sidney Electric Inc.	\$147,800.00;
Sollman Electric	\$186,000.00; and,

**WHEREAS**, the Board presented the bids, as received, to Garmann/Miller Associates, for review, requesting that upon the completion of said review a letter of recommendation as to bid award be submitted to the Board; and,

**WHEREAS**, Garmann/Miller Associates submitted a letter of recommendation that Item 1 – Contract A be accepted and award to Sidney Electric Inc. Item 1 – Contract A \$147,800.00, appears to be the lowest, responsible bidder; and,

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does document receipt of above mentioned bids Item 1 – Contract A be accepted for the Auglaize Acres Fire Alarm System Upgrade Project to existing building; and,

**BE IT FURTHER RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby award the bid for the Auglaize Acres Fire Alarm System Upgrade Project to existing building to Sidney Electric in the amount of Item 1 – Contract A of \$147,800.00; and,

**BE IT STILL FURTHER RESOLVED**, that said Board of County Commissioners does authorize contract and sustaining documentation to be prepared for this award; and does further authorize President of the Board to execute the contract for the Auglaize Acres Fire Alarm System Upgrade Project to existing building

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

cc: Auglaize Acres  
Garmann/Miller  
Bidders



**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

<u>Public Assistance Fund:</u>	
Amount:	To:
\$ 76,375.00	006.0008.536600 (Health Insurance)
	006.0008.535700 (Transfer Out)
<u>Sheriff Fund:</u>	
Amount:	To:
\$ 3,000.00	001.0601.530301 (Supplies)
\$ 9,000.00	001.0601.530601 (Services)
<u>Jail Commissary Fund:</u>	
Amount:	To:
\$ 6,000.00	059.0059.530400 (Equipment)
	059.0059.530300 (Supplies)
<u>EMA Fund:</u>	
Amount:	To:
\$ 4,000.00	090.0090.535800 (Transfer Out)
	090.0090.530400 (Equipment)
<u>Haz-Mat Equipment Fund:</u>	
Amount:	To:
\$ 1,000.00	932.0932.530300 (Supplies)
\$ 1,000.00	932.0932.530400 (Equipment)
	932.0932.530600 (Contract Services)
	932.0932.530400 (Equipment)

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

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

Adopted this  
24th day of  
December, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer  
Douglas A. Spencer

Don Regula  
Don Regula

John N. Bergman  
John N. Bergman

cc: / County Auditor  
/ County Administrator  
/ JFS Director  
/ Sheriff  
/ EMA