

County Commissioners Office
Auglaize County, Ohio
December 7, 2017

NO. 17-503

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
420073	\$ 1,262.41	Thomas Freytag
420078	\$ 1,093.90	Pitney Bowes Inc.
420112	\$ 277.58	Bolinds
420164	\$689,095.80	Shelly Co.

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

Adopted this
7th day
December, 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 Auditor

IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 1 WITH MOELLER DOOR & WINDOW FOR THE 2017 ADA ACCESSIBLE ENTRY DOOR MOULTON TOWNSHIP BUILDING PROJECT, USING PY'16 CDBG ALLOCATION PROGRAM FUNDS; AND AUTHORIZES THE PRESIDENT OF THE BOARD OF SAID BOARD TO EXECUTE SAID CHANGE ORDER NO. 1.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Moulton Township has been granted funding in the amount of \$13,000.00 through the P.Y. '16 CDBG Allocation Program Funds for the ADA Accessible Entry Door Moulton Township Building Project; and,

WHEREAS, bid award for this project was granted to Moeller Door & Window at the cost of \$4,500.00; and,

WHEREAS, it was determined by Auglaize County and the Moulton Township that the following Change Order No. 1 needed to be made to the contract documents to extend the contract completion date to December 31, 2017; and,

WHEREAS, the Change Order #1 which will be part of this resolution; and,

WHEREAS, Poggemeyer Design Group, Inc., County's CDBG Administrator, reviewed the suggestions; finding all to be in order and allowable; and,

WHEREAS, Moeller Door & Window is able to accommodate this Change Order No. 1; and,

WHEREAS, Change Order No. 1 for the 2017 ADA Accessible Entry Door Moulton Township Building Project has been presented to the Board of County Commissioners for approval and authorization of the following project.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute Change Order No. 1 with Moeller Door & Window for the 2017 ADA Accessible Entry Door Moulton Township Building Project; and,

BE IT FURTHER RESOLVED that the Moeller Door & Window contract price for said project has zero dollars change but the completion date will be extended to December 31, 2017 for a total of \$4,500.00 and the CDBG grant fund will pay \$4,500.00.

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

Adopted this
7th day of
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas X. Spencer
Douglas X. Spencer

Don Regula
Don Regula

cc: Gayle Flaczynski – Poggemeyer Design Group
✓ Moulton Township Trustees
✓ Clerk of the Board
✓ Moeller Door & Window

CHANGE ORDER No. 1

Project: 2017 ADA Accessible Entry Door Moulton
Township Building Project

Date: November 27, 2017

Contract No. B-F-16-1AF-1

I. The following changes are hereby made to the contract documents (attach documentation):

- a. \$0 – Change Order extending the contract completion date to December 31, 2017.
- b.
- c.

II. The following change is made to the contract price:

\$ <u>4,500.00</u>	Original Contract Price
\$ <u>0.00</u>	Previous Change/Extras
\$ <u>0.00</u>	This Change/Extras
\$ <u>0.00</u>	Subtotal
\$ <u>0.00</u>	Deductions
\$ <u>4,500.00</u>	Net Total Contract


III. The following change is made to the contract time:

The contract time will be (increased) by 60 calendar days, making the date for completion of all work December 31, 2017.

IV. There will be no claims for damages resulting from this change.
 Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$ _____.

Change requested by  Date 11-30-17
Pat Moeller, Jr., Moeller Door & Window

Change recommended by  Date 11-30-17
Larry Johns, Moulton Township

Change accepted by  Date 12-7-17
John N. Bergman, President, Auglaize County Board of Commissioners

IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR JUSTICE REINVESTMENT AND INCENTIVE FUNDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Common Pleas Judge Pepple, presented to the Board of County Commissioners a Ohio Department of Rehabilitation and Correction Subsidy Grant agreement for Justice Reinvestment and Incentive Funding, which awards the sum not to exceed \$171,024.00 in six installments for the term beginning with the effective date of this Agreement and ending June 30, 2019; and,

WHEREAS, the installments will be paid in the following manner:

- FY18 – Two payments of \$51,307 for a total of \$102,614;
- FY19 – Four payments of \$17,102.50 for a total of \$68,410; and,

WHEREAS, it is necessary that the Board of County Commissioners sign this grant agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the grant agreement for the funding from the Ohio Department of Rehabilitation and Correction Subsidy for the Justice Reinvestment and incentive Funding; and,

BE IT FURTHER RESOLVED that the Board does authorize the execution of said grant agreement by the Board of County Commissioners, Auglaize County, Ohio.

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

Adopted this
7th day of
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spence
Douglas A. Spence

Don Regula
Don Regula

cc: Common Pleas Judge – Fred Pepple
Sheriff – Allen Solomon
Auditor

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
JUSTICE REINVESTMENT AND INCENTIVE FUNDING

THIS SUBSIDY GRANT AGREEMENT FOR JUSTICE REINVESTMENT AND INCENTIVE FUNDING (hereinafter referred to as the “Agreement”), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as “Grantor”), located at 770 West Broad Street, Columbus, Ohio and Auglaize County (hereinafter referred to as “Grantee”), located at 201 Willipie St., Room 207, Wapakoneta, OH Grantor and the Grantee are hereinafter collectively referred to as the “Parties” and separately known as the “Party”.

WHEREAS, the Grantee has made an application to the Grantor for monies Justice Reinvestment and Incentive Grant Application (hereinafter referred to as “JRIG Application”), for the use of these funds;

WHEREAS, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services; and

WHEREAS, the purpose of this grant is to provide funds to common pleas, municipal, and county court probation departments and community-based correctional facilities to adopt policies and practices based on the latest research on how to reduce the number of offenders on probation supervision who violate the conditions of their supervision.

NOW THEREFORE, in considerations of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of \$171,024.00 (hereinafter referred to as “Grant Funds”), to be paid in six installments for the period beginning with the effective date of this agreement and ending June 30, 2019 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise as provided herein, but in no event shall this agreement extend beyond June 30, 2019. Total Grant Funds expenditure for the grant period (December 1, 2017 to June 30, 2019) will not in any case exceed \$171,024.00. The installments shall be paid in the following manner:

- (a) FY18 – Two payments of \$51,307.00 totaling \$102,614.00.
- (b) FY19 – Four payments of \$17,102.50 totaling \$68,410.00.

Payments of Grant Funds will be made by the Grantor by way of Electronic Fund Transfer to the designated public entity. Such payments will be made during the first month of each quarter of

the Grantor's fiscal year. This process will continue until the total Grant Funds are expended not to extend beyond June 30, 2019.

The fiscal agent designated to act on behalf of the Grantee is _____, The program's tax identification number is 34-6400073.

2. Performance Reports:

Grantees may be eligible for performance based incentive funds based upon Grantee achievement of the performance measures/outcome goals agreed to between the Grantor and Grantee. The performance period begins on December 1, 2017 and ends on April 30, 2019. Grantees will be responsible for providing performance reports detailing their progress toward achieving the established performance measures/outcome goals. The performance report time frames and due dates are as follows:

- | | |
|---|-----------------------------|
| 1. Period One – December 1, 2017 to March 31, 2018 | Due Date – April 15, 2018 |
| 2. Period Two – April 1, 2018 to June 30, 2018 | Due Date – July 15, 2018 |
| 3. Period Three – July 1, 2018 to September 30, 2018 | Due Date – October 15, 2018 |
| 4. Period Four – October 1, 2018 to December 31, 2018 | Due Date – January 15, 2019 |
| 5. Period Five – January 1, 2019 to February 28, 2019 | Due Date – March 15, 2019 |
| 6. Period Six – March 1, 2019 to April 30, 2019 | Due Date – May 15, 2019 |

3. Probation Incentive Awards:

Assessing achievement of performance goals shall be solely the responsibility of the Grantor. The amount of the potential incentive award shall be commensurate with the potential impact of the grant as outlined by the established performance measures/outcome goals.

1. Grantees that achieve an aggregate total of less than 25% of their goals **will not have the grant renewed in the following fiscal year (FY 20)** and are not eligible for incentive awards.
2. Grantees that meet an aggregate total of less than 50% of their established performance measures/outcome goals are not eligible for incentive awards.
3. Grantees that achieve an aggregate goal percentage of 50% to 74% shall receive an incentive award equal to one-half of the goal percentage achieved. For example, if a grantee achieves 55% of their outcome goals; they will receive $27.5\% (55\% * .5 = 27.5\%)$ of the incentive award.
4. Grantees that achieve an aggregate goal percentage of 75% to 89% of their goals will receive an incentive award equal to three-fourths of the goal percentage achieved. For example, a grantee achieves 79% of their outcome goals; they will receive $59\% (79\% * .75 = 59\%)$ of their incentive award.
5. Grantees that achieve an aggregate goal percentage of 90% to 100% will receive an incentive payment equal to the percentage of the aggregate goal percentage achieved. For example, 94% achieved receives 94% of the incentive award.

Once the incentive award is determined and awarded, the receiving grantee may use this award toward any community corrections program/service as defined by ORC 5149.30 (A). Incentive awards must be expended by June 30, 2021. All unspent incentive funds shall be returned to the Grantor no later than October 30, 2021.

4. Program Services: The Grantee agrees to effect the program as outlined in the JRIG Application submitted by the Grantee, and as approved and/or modified by Grantor herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. Expenses other than salaries of persons who will staff and operate the program for which the state financial assistance can be used are those identified and as approved by Grantor in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such change or reduction is approved, the Grantor may make appropriate changes in funding.

5. Program Evaluation Responsibilities:

- A. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor; and
- B. The Grantee shall prepare and submit to the Grantor a progress report comprised of the statistical data or other information pursuant to the Grantor's guidelines. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems; and
- C. The Grantee shall prepare and submit a quarterly financial report to the Grantor. The report shall be submitted thirty (30) days after the end of each quarter.
- D. Failure to comply with items (5) (A) through (C) of this Grant Agreement may result in the withholding of Grant Funds until such time as grantee complies with such responsibilities.

6. Compliance:

- A. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- B. All expenditures made by the Grantee with Grant Funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- C. All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.

D. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Grantor to terminate further funding. Furthermore, the Grant Funds amount may be reduced or the Agreement terminated by the Grantor if:

- a. The quality and extent of the program services furnished by the Grantee are significantly reduced from the level proposed and as approved by Grantor in the JRIG Application.
 - b. There is a financial or audit disclosure involving misuse of state funds.
- E. The reason(s) for the intent to terminate or reduce Grant Funds shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction.

7. **State Audit Findings:** Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the Grantor for recovery of said Grant Funds.

8. **Appropriation:** The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2018 and 2019. The parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion.. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

9. **Termination:** In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.

10. **Dispute Resolution:** It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this

agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

- 11. Successor and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 12. Staffing:** None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.
- 13. Ohio Ethics and Conflict of Interests:** Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
- 14. Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
- 15. Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
- 16. Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
- 17. Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.
- 18. Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

19. Campaign Contributions: Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

21. Notices: All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

22. Headings: The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

23. Severability: The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

24. Controlling Law: This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

25. Successors and Assigns: Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

26. Compliance with Laws: Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.

27. Prison Rape Elimination Act: If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.

28. Execution: This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Cynthia Mausser, Managing Director
Division of Parole & Community Services

FOR THE GRANTEE:

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the Board.

John J. Bergman 12/7/2017
County Commissioner Date

Derek A. Sauer 12-7-17
County Commissioner Date

Dee R. Reynolds 12-7-2017
County Commissioner Date

FOR THE GRANTEE:

County Executive Date

FOR THE GRANTEE:

Mayor/City Manager Date

IN THE MATTER OF RE-APPOINTING CATHY MAURER TO THE AUGLAIZE COUNTY PUBLIC DISTRICT LIBRARY BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of December 7, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the term of Cathy Maurer to the Auglaize County Public District Library Board expires on December 31, 2017; and,

WHEREAS, Ms. Maurer has expressed her wish to the Board of County Commissioners to remain on the Library Board for another term, agreeing to a re-appointment by said Board of County Commissioners.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby re-appoint Cathy Maurer to the Auglaize County Public District Library Board for a term commencing January 1, 2018 and expiring on December 31, 2024.

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

Adopted this
7th day of
December, 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: Auglaize County Public District Library
/Beth Steiner, Director
Trustees of the Auglaize County District
Library Board – Cathy Maurer

IN THE MATTER OF RE-APPOINTING ERICA PRESTON AND JOHN POPPE TO THE VOLUNTEER PEACE OFFICERS DEPENDENTS FUND (VPODF) BOARD IN ACCORDANCE WITH THE O.R.C. SECTION 143.01(C).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the terms of Erica Preston and John Poppe, to the Volunteer Peace Officers Dependents Fund (BPODF) Board will expire in December 31, 2017; and,

WHEREAS, Ms. Preston and Mr. Poppe have informed the Board of County Commissioners through submitted correspondence that they are both willing to serve another term on said VPODF Board; and,

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby reappoint Erica Preston and John Poppe to the VPODF Board pursuant to the Ohio Revised Code 143.0(C) with both terms commencing January 1, 2018 and terminating December 31, 2018.

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

Adopted this
7th day of
December, 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: Erica Preston
✓ John Poppe

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO MAKE REIMBURSEMENTS FROM PERMANENT DITCH MAINTENANCE FUNDS TO ENGINEER'S MVGT FUND AS DIRECTED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of December, 2016.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, Douglas Reinhart, County Engineer, submitted a letter and list to the Board of County Commissioners requesting that reimbursement of funds for the costs for providing all of the necessary labor, equipment, and materials which were performed on the maintenance ditches from December 2016 to November 2017. The reimbursement is from each respective ditch account for the work performed on these permanent maintenance ditches and the County Auditor be authorized to reimburse from each respective ditch account permanent maintenance ditch funds to the Engineer's MVGT Fund for work performed by Engineer's Dept., reimbursements as follows:

<u>DITCH NAME</u>	<u>DITCH MAINTENANCE ACCOUNT NUMBER</u>	<u>AMOUNT TO BE TO BE REIMBURSED</u>
Bailey	400	\$ 10,863.88
Barnes	401	3,279.79
Beeler #1	402	0.00
Blackhoof	403	4,195.22
Greve	404	0.00
Brackney	405	2,414.20
Grassley-Link	406	5,235.17
Moorman	407	0.00
Clear Creek	408	1,564.66
Cook	409	1,409.70
Craft #1	410	1,264.94
Crider	411	0.00
Dabbelt	412	3,293.19
Waterman	413	0.00
Doering	414	408.60
Doshe	415	500.24
Emerson	416	0.00
Frazier #1	417	0.00
Frazier #2	418	599.65
Grassley	419	1,601.46
Gutman #1	420	2,025.67
Haufhaus	421	402.13
Heidt	422	1,336.27
Heinrich	423	56.68
Hemmert	424	1,603.92
Howell	425	13,322.15
Hunt	426	56.68
Davis Joint	427	1,329.20
Grubbs	428	107.67
Kaiser	429	539.71
Kaufman	430	1,202.07
Klaus	431	0.00
Warner	432	0.00
Hengstler	433	736.35
Klosterman	434	589.00
Lotridge #1	435	0.00
Lhamon	436	504.97
McName-Petersen Br	437	0.00
McName --Phillips Br	438	311.20
Metz	439	13,814.56
Moeller	440	142.59
Mosler	441	0.00
Place	442	595.75
Vornholt	443	1,841.04
Porter-Lateral	444	1,328.03
Potts	445	2,312.12
Pusheta	446	6,701.23
Ramga	447	1,973.79
Ramga-Seibert	448	151.82

Resolution – continued
 Reimbursements for ditch maintenance – MVGT
 December 7, 2017
 Page 2

Reichelderfer	449	1,419.15
Ritchie #1	450	1,093.60
Roediger #1	451	496.97
Rohrbaugh-Severt #1	452	4,371.59
St. Joe	453	6,603.91
St. Johns	454	0.00
Schwartz-Pohlman	455	0.00
Sellers #1	456	0.00
Shaffer	457	283.22
Aug. River Enhancement	458	3,600.00
Six Mile	459	1,293.26
Sprague	460	0.00
Spray	461	557.39
Swartz Jt. With Logan Co.	462	1,808.08
Thrush	463	7,699.19
Kantner	464	0.00
Wallace Fork #1	465	6,118.33
Waesch	466	646.33
Warman	467	2,424.91
Werner #1	468	1,424.07
Westbay	469	0.00
Wierville	470	1,032.04
Wright #1	471	2,698.01
Wuebker	472	135.40
Young	473	146.76
Herbst	474	91.29
Blase	475	5,617.83
Fledderjohann	476	141.62
Sellers #2	477	141.23
Bush	478	549.21
Kaeck	479	149.58
McCune	480	119.06
Meyer #1	481	0.00
Miller	482	1,104.26
Gossard	483	0.00
Mallory	484	635.00
Clause	485	247.16
Geiger-Doseck	486	1,426.83
Muchinnippi	487	4,965.27
Schultz	488	1,485.70
Simms-Minnich	489	2,339.55
Swartz Joint (Van Wert County)	490	5,762.10
Ritchie #2	491	168.82
Thieman	492	0.00
Doorley	493	263.54
Huffman Run #1	494	0.00
Roediger #2	495	85.65
Henkener	496	357.21
Bashore	497	775.97
Haberkamp	498	172.05
Mile Creek	499	0.00
East Shelby	699	0.00
Bauer	700	0.00
Foltz	701	5,465.77
Hague	702	0.00
Hecht	703	0.00
Hussey	704	1,090.06
Ritter	705	616.18
Virginia Creek	706	11,574.20
Werner #2	707	1,474.53
Wierth	708	859.45
Wright #2	709	1,458.29
Benzing #1	710	690.28
Craft #2	711	3,136.46
Crider	712	0.00
Crow	713	596.59
Todd	714	66.07

Resolution – continued
 Reimbursements for ditch maintenance – MVGT
 December 7, 2017
 Page 3

Tulley	715	1,261.58
Wissman	716	3,604.30
Taylor	717	56.68
Fisher	718	102.56
Trotter	719	145.22
Spangler	720	0.00
Clover	721	423.08
Opperman	722	0.00
Schneider	723	127.06
Akers	724	4,422.74
Holthaus	725	0.00
Werling	726	0.00
Gutman #2	727	0.00
Wallace Fork #2	728	847.25
Waynesfield	729	637.20
Miami-Erie Canal	730	920.38
Gray-Harrod	731	224.70
Krites	732	0.00
Pond View Estates	733	56.68
Rohrbaugh-Severt #2	734	0.00
Knapke	735	129.03
Egley	736	821.55
Eisert	737	266.00
Neeley	738	312.24
Beener	739	0.00
Doseck #2	740	142.02
Price	741	137.40
Eisley	742	176.25
Allman	743	728.50
Eisass	744	4,858.37
Comus	745	0.00
Limbort	746	0.00
Santomieri	747	130.71
Bergman-Werner	748	56.68
Owl Creek	749	130.79
Kuest	750	0.00
Rogers	751	0.00
Vondenhuevel	752	139.37
Kellermeyer	753	145.94
Meyers #2	754	0.00
Cogan	755	642.26
Evans	756	0.00
Schaub	757	0.00
Spencer-Gray	758	0.00
Rohrbaugh-Severt #3	759	0.00
Haberkamp-Jett	760	110.04
Springer-Simms	761	56.68
Huffman Run #2	762	2,719.31
Wiesenmayer	763	8,289.83
Spencer-Brown	764	0.00
Kerr	765	6,643.39
Heidt #2	766	0.00
Wilderness Trails	767	1,410.78
Beeler #2	768	56.68
Ruck	769	0.00
Schaub-Helminger	770	165.06
Fledderjohann-Heidt	771	0.00
Imwalle-Lhamon	772	0.00
Prairie Creek	773	2,025.77
Huenke	774	132.26
Bush	775	0.00
Kilger	776	455.15
Heintz	777	0.00
Buck	778	0.00
Kemmann	779	0.00

Rapp-Kill	780	0.00
Berg-Bauer	781	0.00
Cisco	782	620.18
Shipp	783	0.00
Wissman #2	784	0.00
Dry Run	785	945.53
Hauss	786	56.68
Brewer	787	0.00
Sudman	788	240.83
Moeller #2	789	0.00
Kohler #1	790	127.06
Kohler #2	791	171.22
Kohler #3	792	217.25
Egley #2	793	451.64
Steineman	794	0.00
Copeland	795	226.13
Benzing #2	796	0.00
Scholl	797	0.00
Bills	798	56.68
St. Marys River	799	4,300.00
Winners	800	0.00
Kaiser #2	801	0.00
Spray #2	802	0.00
Blew	803	2,167.54
Smith	804	66.07
Cook #2	805	2,020.93
Vogel	806	56.68
King	807	0.00
Kelly	808	0.00
Warman #2	809	0.00
Danaher	810	0.00
Parker	811	0.00
Knueve	812	0.00
South Ridge Subdivision Pond	813	0.00
Summerchase Subdivision	814	0.00
Werst	815	122.75
Sellers #3	816	0.00
Lotridge	817	0.00
Musser	818	0.00
Allman #2	819	0.00
Schlegelmilch	820	0.00
Downey	821	97.86
Grubbs #2	822	56.68
Reichelderfer #2	823	0.00
Oakwood Drive	824	0.00
Wilker	825	0.00
Sommer	826	0.00
Nielsen	827	215.51
Henschen	828	164.53
Shaw	829	0.00
Barnt	830	0.00
Arnold	831	124.17
IOOF Ditch	832	103.96
Ramga #2	833	230.95
Annesser	834	0.00
Waynesfield N.E.	835	0.00
Huenke #2	836	0.00
Schearer No. 3	837	0.00
Stoner	838	140.67
Zink	839	537.41
Simms Run	840	2,473.55
Spencer	841	157.26
Cartwright	842	0.00
Luedeke	843	144.80
Easterly	844	0.00

McKee	845	56.68
Helmstetter	846	0.00
Burr Oak	847	0.00
Kellermeyer No. 2	848	0.00
Doenges	849	0.00
Barrington	850	56.68
Fritz	851	110.12
Spencer #2	852	153.50
Kuenstle	853	0.00
Freeman	854	0.00
Kettler	855	143.53
Muddy Creek	856	4,289.80
Bryant	857	0.00
Bennett	858	927.64
Miami & Erie Canal	859	0.00
Moulton	860	242.54
Barnes #2	861	0.00
Mack	862	95.37
Jacob	863	0.00
Warman #3	864	0.00
Harruff	865	0.00
Newland	866	213.22
Lowry	867	56.68
Crow #2	868	56.68
Prairie Creek #2	869	140.47
Headapohl	870	0.00
Highlawn	871	0.00
Vertner	872	0.00
Evans #2	873	0.00
Koch	874	0.00
Gutman #3	875	0.00
Klosterman	876	139.54
Boley	877	0.00
Clause #2	878	0.00
Huebner	879	0.00
Campbell	880	0.00
Kaeck #2	881	0.00
Mackenbaugh	882	0.00
Wheeler	883	169.39
Dearbaugh	884	149.62
Rapp #3	885	0.00
Gibson	886	0.00
Cummins	887	0.00
Kruse	888	0.00
Wallace Fork #3	889	0.00
Ellerman	890	0.00
Adams	891	4,960.58
Meier	892	1,044.03
Culliton	893	66.07
Kaiser #3	894	301.99
Doenges	895	2,859.24
Northtown	896	0.00
Doorley #2	897	3,059.56
Clover Ridge Pond	898	0.00
Ritter #2	899	<u>0.00</u>
Total		\$266,393.26


From: Maintenance Accounts as listed above
Amount: \$266,393.26
To: 002-0500-400100 (K6 Reimbursements)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the County Auditor to make the ditch maintenance fund reimbursements as listed and requested by the County Engineer.


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

Adopted this
7th day of
December, 2017


BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO



John N. Bergman



Douglas A. Spencer



Don Regula

cc: County Auditor
✓ County Engineer

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A COMPOSTING SERVICE CONTRACT WITH THE CITY OF WAPAKONETA ON BEHALF OF THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Solid Waste Management District Policy Planning Committee authorized a composting service contract between the Board of County Commissioners and the City of Wapakoneta; and,

WHEREAS, the necessary contract has been prepared; and,

WHEREAS, the Board has reviewed this contract and finds same to be in accordance with the desires of the Policy Planning Committee.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board of County Commissioners, who also serves as the Chairman of the Auglaize County Solid Waste Management District, to execute a Composting Service Agreement with the City of Wapakoneta on behalf of said Solid Waste Management District; and,

BE IT FURTHER RESOLVED that an executed copy of this agreement is hereto attached and become a part of this Resolution.

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

Adopted this
7th day of
December, 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: City of Wapakoneta – Chad Scott
/ Solid Waste Coordinator – Scott Cisco

COMPOSTING SERVICE CONTRACT

This agreement is entered into on this 1st day of January, 2018 by and between the City of Wapakoneta, hereinafter "City" and the Board of Commissioners of Auglaize County, Ohio, acting as Board of Directors of the Auglaize County Solid Waste Management District, hereinafter, "District".

The City presently operates for a fee a facility for the disposal of yard waste for residents of the City of Wapakoneta. The City does hereby agree pursuant to the terms contained herein to open said facility for the use of all Auglaize County residents for the disposal of yard waste. Such yard waste is defined as grass clippings, leaves, branches, and general yard debris. The City further agrees that the fees for the disposal of such yard waste and any rules or regulations adopted by the City shall be applied in a uniform fashion to all residents of Auglaize County, Ohio, without disparity regarding the residency within Auglaize County.

The District agrees that it shall be responsible for the advertising of the availability of the City's yard waste facility to all Auglaize County residents. Further, the City shall be solely responsible for the operation and management of the yard waste facility and shall be solely responsible for the cost and/or expenses in maintaining and operating said facility.

The District agrees, in consideration of the City opening its yard waste facility to all Auglaize County residents, to pay to the City a total of \$7,500.00 annually. The District agrees to pay \$3,750.00 on or about May 1 and \$3,750.00 on or about October 1 of each year during the term of this agreement.

The City and the District agree herein that this contract is of mutual benefits to each and the considerations therefore are the mutual covenants and agreements as set forth above.

The provisions of this contract shall be effective beginning January 1, 2018 and ending December 31, 2019. The parties agree to discuss the contract if the Solid Waste District must increase the generation fees before the termination of

this contract. The parties further agree this contract is not automatically renewable and shall only be renewed upon subsequent written agreement. The parties further agree this contract shall automatically terminate upon the closure of the City's yard waste facility, regardless of the reason for such closure.

CITY OF WAPAKONETA:



Chad Scott
Safety Service Director
For and on behalf of the City of Wapakoneta

BOARD OF COMMISSIONERS, AUGLAIZE COUNTY, OHIO



John N. Bergman
President of Board of Auglaize County Commissioners
Acting as Board of Directors for the Auglaize County Solid Waste Management District

County Commissioners Office
Auglaize County, Ohio
December 7, 2017

No. 17-510

**IN THE MATTER OF AUTHORIZING THE SALE OF A 1999 BUICK CENTURYCAR
PURSUANT TO OHIO REVISED CODE 307.12.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Chief Deputy, Mike Eberle, has submitted verbal request to the Board of County Commissioners, stating that the 1999 Buick Century car is no longer of use to the GLTF; and,

WHEREAS, the 1999 Buick Century car was placed on the online auction site and the ending date of auction was November 20, 2017 at 8:00 p.m.; and,

WHEREAS, the 1999 Buick Century car received one bid but during the transport of the vehicle there were some mechanical problems making the vehicle unsafe and nonfunctional; and,

WHEREAS, Chief Deputy, Mike Eberle, has requested authorization to dispose of the Buick Century car for salvage pursuant to the Ohio Revised Code 307.12.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize the salvage of the 1999 Buick Century by Sheriff's Office, Chief Deputy, Mike Eberle.

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

Adopted this
7th day of
December, 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: Sheriff's Office – Mike Eberle