

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 1st day of August, 2019.

Commissioner Bergman 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 of 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>
436193	\$234.00	Lissa Lemaster
436231	\$33,303.00	Auglaize County Treasurer
436232	\$18,990.00	Auglaize County Treasurer

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

Adopted this
1st day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

✓cc: County Auditor - Janet Schuler

County Commissioners' Office
Auglaize County, Ohio
August 1, 2019

No. 19-317

IN THE MATTER OF AUTHORIZING CHANGE ORDER #1 FOR HOUSING HOME REPAIR FOR ARLENE DICUS UNDER THE C.H.I.P. PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of August, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners did receive a grant through the State of Ohio's Comprehensive Housing Improvement Program for the rehabilitation of housing units within the County; and,

WHEREAS, in Resolution #19-270, dated June 20, 2019, the Board approved home repair to the property of Arlene Dicus at a cost of \$6,300.00; and,

WHEREAS, Poggemeyer Design Group Inc. has advised the Board of the need for a change order #1, which is for the following reason: Removed (3) existing aluminum awnings and re-installed at Homeowner's request, so they can be cleaned and painted by the Homeowner. (1 bathroom, 1 bedroom, 1 above storm entry door). Cost \$400.00; and,

WHEREAS, this change order will increase the contract for the new cost of \$6,700.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the above noted change order #1 for home repair work for the Arlene Dicus's property.

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

Adopted this
1st day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

✓ cc: Poggemeyer Design Group
✓ Esther Leffel – BOCC Clerk

**IN THE MATTER OF AUTHORIZING THE COUNTRY CLUB HILL ESTATES SUBDIVISION
SANITARY WASTEWATER TREATMENT FACILITY TO BE UNDER THE OPERATION AND
MAINTENANCE OF THE SANITARY ENGINEER DEPARTMENT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of August, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on July 30, 2019, the County Engineer Doug Reinhart presented to the Board of County Commissioners an agreement between said Board and Country Club Hill Estates Association, owners of the Country Club Hill Estates Subdivision located in Section 7 of Duchouquet Township near Wapakoneta; and,

WHEREAS, the Association owns a sanitary sewage treatment facility (the "Facility") that is governed by the Ohio Environmental Protection Agency ("OEPA") that requires the supervision by a class 1 operator; and,

WHEREAS, the Association's current operator has given notice of termination for providing such class 1 operator services. The Association has requested the County to operate the Facility; and,

WHEREAS, County Engineer Doug Reinhart has approved the agreement and requested the Board to execute the same.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the agreement between Auglaize County Board of County Commissioners and Country Club Hill Estates Association for the sanitary wastewater treatment facility for the Country Club Hill Estates Subdivision; and

BE IT FURTHER RESOLVED that said Board authorizes the execution of said agreement; and,

BE IT STILL FURTHER RESOLVED that the agreement be hereto attached and thus be made a part of this resolution.

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

Adopted this
1st day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- ✓cc: County Engineer
- ✓Country Club Hill Estates Association

AGEEMENT
Between
AUGLAIZE COUNTY SANITARY ENGINEER
And
THE COUNTRY CLUB HILL ESTATES

This Agreement between the Auglaize County Sanitary Engineer, by and through the Auglaize County Commissioners (the “*County*”), and Country Club Hill Estates Association (the “*Association*”) is effective the 1st day of August, 2019 (the “*Effective Date*”).

WHEREAS, the Association is made up of a group of homeowners and Peterson Construction, Inc. (“Peterson”) for the benefit of the members of the Association; and

WHEREAS, the Association owns a sanitary sewage treatment facility (the “*Facility*”) that is governed by the Ohio Environmental Protection Agency (“*OEPA*”) that requires the supervision by a class 1 operator; and

WHEREAS, the Association’s current operator has given notice of termination for providing such class 1 operator services; and

WHEREAS, the Association has requested the County to operate the Facility; and

WHEREAS, the County is willing to operate the Facility according to the terms of this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Improvements & Inspections.** On or before July 31, 2020, the Association will, at its sole cost, make all of the improvements listed on Exhibit A hereto. On or before January 1, 2020, the Association will allow the County access to all necessary areas to perform smoke testing and within thirty days of such smoke testing, any and all illegal taps will be removed by the Association.
2. **Service.** The County’s sanitary department will operate the Facility according to the requirements of the OEPA permit issued for the Facility. In exchange for the quarterly fees collected, the County will perform the daily operations to keep the plant within its OEPA effluent limits as defined by its permit.
3. **Access.** The Association will take all necessary steps to ensure that the County has all desired and required access to perform its obligations under this Agreement.
4. **Term.** The term of this Agreement shall begin August 1, 2019 and shall continue for a 12 month period (the “*Initial Term*”), unless earlier terminated by either

party as provided by paragraph 5 herein. If notice is not given by either party for termination prior to the end of the Initial Term, or any subsequent term thereafter, this Agreement shall automatically renew for one year periods.

5. **Termination.** Either party can terminate this Agreement by giving the other party thirty days written notice of the party's intent to terminate this Agreement.
6. **Down payment.** In order to entice the County to enter into this Agreement, the Association shall be required to make a down payment of one thousand five hundred dollars (\$1,500.00) with the County. If there is any remaining down payment at the termination of this Agreement, after such down payment is applied according to the terms of this Agreement, the balance of the down payment shall be returned to the Association.
7. **Capital Improvements.** The Association recognizes that it is still the owner of the Facility and is responsible for the maintenance and upkeep of the Facility. The Association agrees to maintain the Facility at the standards required by the County. The County shall have the sole discretion of determining what capital improvements are necessary for the operation of the Facility at the standards required by the OEPA and the County (the "***Capital Improvements***"). All Capital Improvements shall be paid for by the Association. Any Capital Improvement equal to or over two thousand dollars (\$2,000.00) shall be paid for directly by the Association. Any Capital Improvement less than two thousand dollars (\$2,000.00) shall be paid for by the County and billed to the Association members according to the terms of paragraph 8 hereto. The County has the right to use the down payment funds to offset any costs of unpaid Capital Improvements.
8. **Cost/Billing.**
 - a. The County will bill each unit serviced by the Facility. Each single family residential home serviced by the Facility will be billed as one unit. Peterson will be billed as two units. Each "unit" serviced by the Facility will be billed quarterly by the County. The first quarterly billing will occur on October 1, 2019. Any partial quarters will be prorated. The initial quarterly billing rate will be two hundred (\$200.00) per unit. The quarterly billing rate will be periodically reviewed by the County and any adjustments will be communicated to the Association with at least thirty days' notice being given before a rate adjustment is made.
 - b. Should any Capital Improvements need made to the Facility that are outside the scope of the services covered by the County and not paid for directly by the Association, the County shall bill the units serviced by the Facility according to the same ratio applied in subparagraph a. above.
 - c. All invoices sent out by the County are due within thirty (30) days.
9. **OEPA.** If the Facility receives findings and orders from the OEPA, any and all such costs, fines and remedies related to such findings and orders shall be borne directly by the units serviced by the Facility.

10. **Indemnity & Insurance.** Association agrees to indemnify, defend and hold harmless the County against any and all claims, demands, suits, lawsuits, including cost connected therewith for any damages that may be assessed, claimed or recovered against or from the County or any elected or appointed official, employee, volunteer, agent or all others working on behalf of the County by reason of personal injury, including bodily injury, death, and/or property damage in any way connected or associated with this Agreement or any acts of the Association hereunder. Association further certifies that it has an insurance policy, in full force and effect, covering the Facility and will at all times during the term and of this Agreement maintain such policy with respect to the Facility.

11. **Waiver.** No failure of County to enforce any term hereof shall be deemed to be a waiver.

12. **Notices.** Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid to Association or County at the address specified below, or at such other places as may be designated by the parties from time to time.

13. **Governing Law.** This Lease shall be subject to and governed by the laws of the State of Ohio.

14. **Amendments.** No amendment to this Agreement shall be valid or binding unless such amendment is in writing and executed by the parties hereto.

15. **Captions.** The captions of the several sections of this Agreement are not a part of the context hereof and shall be ignored in construing this Agreement. They are intended only as aids in locating and reading the various provisions hereof.

16. **Severability of Provisions.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Tenant have executed this Agreement as of the date first set forth above.

COUNTY:

Auglaize County Sanitary Engineer

By:  P.E., P.S.

Name: Douglas Reinhart

ASSOCIATION:

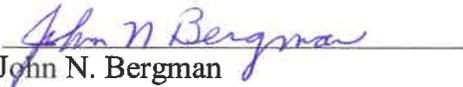
Country Club Hill Estates Association

By: _____

Name: _____

Title: _____

Auglaize County Commissioners

By: 
John N. Bergman

By: 
Douglas A. Spencer

By: 
Don Regula

Address: 209 S. Blackhoof Street, Room 201
Wapakoneta, OH 45895

Address: _____

IN WITNESS WHEREOF, Lessor and Tenant have executed this Agreement as of the date first set forth above.

COUNTY:
Auglaize County Sanitary Engineer

By: _____

Name: Douglas Reinhart

ASSOCIATION:
Country Club Hill Estates Association

By: April E. Bowersock

Name: APRIL E. BOWERSOCK

Title: Treasurer

Auglaize County Commissioners

By: _____
John N. Bergman

By: _____
Douglas A. Spencer

By: _____
Don Regula

Address: 209 S. Blackhoof Street, Room 201
Wapakoneta, OH 45895

Address: 18931 State Route 501
Wapakoneta, OH
45895

EXHIBIT A

- Add an additional blower unit
- Purchase and install a UV unit (with specifications provided by the County)
- Stockpile filter sand

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY AUDITOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of August, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 3, 2019, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2019 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the Indigent Appl. Fees Fund (048) by \$4,500.00 and Ditch Construction Fund by \$44,701.35; and,

WHEREAS, Auglaize County Auditor requested that the Board amend the 2019 Annual Appropriation to reflect the following increase:

- Increase 048.0048.538000 (State Payments) by \$ 940.44,**
- Increase 048.0048.538100 (County Payments) by \$ 3,761.77,**
- Increase 300.0300.535900 (Ditch Construction) by \$10,525.23.**

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2019 Annual Appropriation Resolution be amended to show the change as tabulated above.

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

Adopted this
1st day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , Yes
Douglas A. Spencer

cc: County Auditor
County Administrator

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR AUGUST.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of August, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to pay the county's mandated share of Public Assistance for August.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

From: 001-0905-533500 – Public Assistance Grant
Amount: \$ 6,108.09
To: 006-0400-400101 – Public Assistance

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

Adopted this 1st day
of August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Auditor
Jobs & Family Services