

IN THE MATTER OF APPROVING THE CONTRACT AND BOND FOR FENSON CONTRACTING FOR THE SHARLON DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of December, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Engineer's office has filed with this Board a contract and bond from Fenson Contracting for labor and materials for said Sharlon Ditch project; 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 Fenson Contracting as presented, for the Sharlon Ditch project, executing same; 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 Engineer's Secretary 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 Spencer 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, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

✓cc: County Engineer

✓ Fenson Contracting

DITCH CONTRACT

Revised Code, Sec . 6131.41

In the Matter of the SHARLON DITCH SINGLE County Ditch.

THIS AGREEMENT, made and entered into on this ~~24th~~^{27th} day of Dec. 2019. By and between the County Commissioners of AUGLAIZE COUNTY, Ohio, and hereinafter designated as "First Party," and FENSON CONTRACTING of 17642 ST. RT. 190 FORT JENNINGS, OHIO 45844 hereinafter designated as "Second Party."

WITNESSETH, THAT SAID "SECOND PARTY," For and in consideration of the sum of TWENTY FOUR THOUSAND SEVEN HUNDRED SIX (\$24,706.00) 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 SHARLON DITCH improvement 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 Sanitary Engineer in charge, without hindrance or delay to any other branch or class of work on said SHARLON 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 SHARLON DITCH may require. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 28TH DAY OF FEBRUARY, 2020, 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 TWENTY FOUR THOUSAND SEVEN HUNDRED SIX (\$24,706.00) Dollars, in installment from time to time, upon the certificate of acceptance of the County Sanitary Engineer and as provided by law.

Now if the said FENSON CONTRACTING of 17642 ST. RT. 190 FORT JENNINGS,

OHIO 45844 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



witness

FENSON CONTRACTING LLC

company

17642 ST. RT. 190

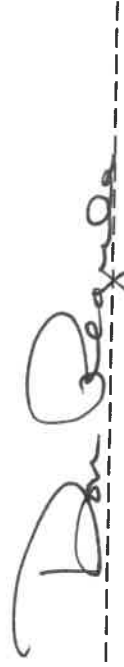
street

witness

FORT JENNINGS OH 45844

city, state, zip

The above Contract being good and sufficient is approved this 24th day of Dec. , 2019.



commissioner



COMMISSIONER



commissioner

BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the SHARLON DITCH

ON CONTRACT FOR WORK AND LABOR
AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS, that we, FENSON CONTRACTING of 17642 ST. RT. 190 FORT JENNINGS, OHIO 45844, as Principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, 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 TWENTY FOUR THOUSAND SEVEN HUNDRED SIX (\$24,706.00) Dollars, WHICH IS 100% 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 15th day of DECEMBER, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound FENSON CONTRACTING of 17642 ST. RT. 190 FORT JENNINGS, OHIO 45844 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 SHARLON DITCH improvement to the satisfaction and acceptance of the County Sanitary Engineer, on or before the 28TH DAY OF FEBRUARY, 2020, for the compensation of TWENTY FOUR THOUSAND SEVEN HUNDRED SIX (\$24,706.00) 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;

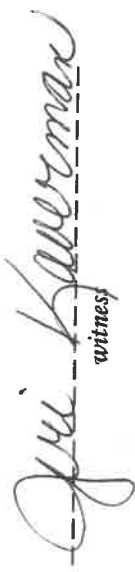
And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said FENSON CONTRACTING of 17642 ST. RT. 190 FORT JENNINGS,
OHIO 45844 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



witness

FENSON CONTRACTING LLC

company

17642 St. Rt. 190

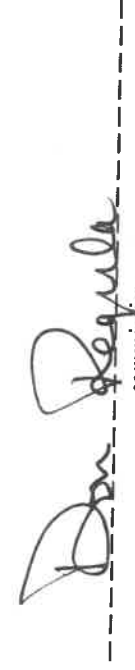
street

witness

FORT JENNINGS OH 45844

city, state, zip

The above Bond being good and sufficient is approved this 24th day of December, 2019.



commissioner



commissioner



commissioner

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 24th day of December, 2019.

Commissioner Bergman 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 is in need of renewal; 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 Spencer 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, 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: City of Wapakoneta – Floyd Gregg
✓ Solid Waste Coordinator – Scott Cisco

COMPOSTING SERVICE CONTRACT

This agreement is entered into on this 1st day of January, 2020 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 50% 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 contract.

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, 2020 and ending December 31, 2021. 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 County's yard waste facility, regardless of the reason for such closure.

CITY OF WAPAKONETA:



Floyd Gregg

Safety Service Director

For and on behalf of the City of Wapakoneta

BOARD OF COMMISSIONERS, AUGLAIZE COUNTY, OHIO



Don Regula

President of Board of Auglaize County Commissioners

Acting as Board of Directors for the Auglaize County Solid Waste Management District

IN THE MATTER OF AUTHORIZING ADJUSTMENTS TO THE 2019 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, 2019.

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 19, 2019

Board of County Commissioners,

Due to less monies received that estimated, I am requesting an amendment to the Annual Appropriations as follows:

DECREASE:	
006.0008.536600 Health Ins	-103,485.85
020.0020.530400 Equipment	-6,000.00
020.0020.530300 Supplies	-2,975.00
076.0076.510200 Salary	-944.98
077.0077.510200 Salary	-8,687.25
081.0081.530600 Contract Services	-40,469.37
093.0093.540200 Reimb	-2,820.46
098.0098.540200 Reimb	-3,700.30
194.0194.530600 Private Rehab	-2,000.00
194.0194.530601 Home/Bldg Rpr	-17,992.00
505.0021.539700 Forfeited Land	-4,503.52
508.0058.500100 Gas Rotary	-37,136.65
931.0931.530600 Contract Services	-799.20
932.0932.530600 Contract Services	-999.18
941.0941.531000 Reimb	-4240.60

INCREASE Due to monies certified but unappropriated:

089.0089.535800 Insurance Prem	+47,402.81
300.0300.535900 Ditch Construction	+30,015.77
526.0526.535900 Contract Srvc	+18,000.00
529.0529.535900 OPWC Sharon	+3,800.77

BUDGET ADJUSTMENTS:

035.0035.530600 Cont Srvc	+34,258.64
035.0035.530601 Cont Srvc Adult	-34,258.64
083.0083.530600 Contr Srvc	-14,900.00
083.0083.530601 CS Rental Rehab	+14,900.00
640.0640.503200 Ditch Rotary	-41.73
640.0640.540200 Interest	+41.73

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 Spencer 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, 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