

**IN THE MATTER OF AUTHORIZING THE EXPENSES FOR THE IT STORAGE ROOM PROJECT
IN THE ADMINISTRATION BUILDING.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of
March, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the IT Manager has submitted the request for the IT Storage Project in the lower level of the Administration Building.

THEREFORE BE IT RESOLVED, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorizes the expenses for said project in the Administration Building; and,

BE IT FURTHER RESOLVED that said Board of Commissioners does hereby authorize County Maintenance Supervisor and IT Manager to proceed with the above mentioned project in the Administration Building out of the Permanent Improvement Fund.

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

Adopted this
11th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

ABSENT
Douglas A. Spencer

cc: ✓ IT Manager
✓ Maintenance Supervisor

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE RAMGA AND RAMGA #2 DITCHES AND TO REEVALUATE THE MAINTENANCE BASES AND UPDATE THE WATERSHED MAPS ON SAID DITCH PROJECTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of March, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer Andrew Baumer, Drainage Engineer Sam Philipot and Drainage Technician TJ Place met with the Board on October 31, 2024:

In 1983, the Ramga Ditch underwent improvements after being petitioned through the Auglaize County Engineer's Office, and has since been maintained by the Auglaize County Engineer's Office. This 3,620 feet of open ditch and 80 feet of tile that drains a watershed of 474 acres and in 1983, cost \$9,861.09 for the installation of the drainage tiles. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 42 years of maintaining the project with the 1983 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and the individual base costs for the parcels within the watershed.

In 2007, the Ramga #2 Ditch underwent improvements after being petitioned through the Auglaize County Soil and Water and has since been maintained by the Auglaize County Engineer's Office. The Ramga #2 Ditch services a watershed that drains 350 acres. The 2007 improvement consisted of 8,200 feet of tile replacement and 1,010 feet of waterway, cost \$91,666.24 for the installation of the drainage tiles and waterway. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 18 years of maintaining the project with the 2007 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and the individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the Ramga project is \$26,304.58. This number represents what it would cost today to reconstruct the 3,620 feet of open ditch and 80 feet of tile for the Ramga Ditch as done in 1983 for \$9,861.09. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 42 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this open ditch such as herbicide spraying, periodic bottom dip-outs and erosion control.

After reevaluating the watershed, the new construction base cost for the Ramga #2 project is \$249,946.21. This number represents what it would cost today to reconstruct the 8,200 feet of tile and 1,010 feet of waterway for the Ramga #2 Ditch as done in 2007 for \$91,666.24. The reevaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 18 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Shaffer, Rapp-Kill and Rapp 3 watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **June 26, 2025 at 1:30 p.m.** in the Chambers located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Ramga and Ramga #2 Ditch maintenance bases and update the watershed maps.

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

Adopted this
11th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

ABSENT
Douglas A. Spencer

IN THE MATTER OF AUTHORIZING A HOUSING REHABILITATION PROJECT UNDER THE LEAD SAFE GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th day of March, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the following home repair project is ready to proceed:

Applicant: James Evans 840 Kelley Drive, Wapakoneta, Ohio 45895
Project Cost: \$21,000.00 (LSO Funds) LED-2023 – 202339
Contractor: Branson Seamless Gutter & Cleaning Services

Soft Cost: \$4,200.00 - Kleinfelder
Admin Cost: \$2,100.00 - Kleinfelder

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the housing project as noted above.

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

Adopted this 11th day
of March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Y/N
David Bambauer

John N. Bergman, Y/N
John N. Bergman

ABSENT, _____
Douglas A. Spencer

cc: Kleinfelder ✓
BOCC Clerk

**IN THE MATTER OF APPROVING THE WELLNESS EDUCATION PROGRAM AGREEMENT CALLED
WELLWORKS FOR YOU BETWEEN JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL (JTDMH) AND
AUGLAIZE COUNTY.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March,
2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Joint Township District Memorial Hospital (JTDMH) provides a Wellness Education program designed for the workplace called *Wellworks for You* and Auglaize County would like to retain JTDMH to provide the services described herein (the “Wellworks for You”) to its employees and spouses; and,

WHEREAS, the initial term of the Agreement is guaranteed for one year beginning on the March 4, 2025 (the “Effective Date”); and,

WHEREAS, Auglaize County shall pay JTDMH the following fees for the Wellworks for You:

- \$70 (Premium – Wellworks for You) per registered participant per Screening performed by JTDMH.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the Wellworks for You Program Agreement as mentioned above; and,

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

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

Adopted this
11th day of
March, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

ABSENT
Douglas A. Spencer

cc: JTDMH

WELLWORKS FOR YOU
WORKSITE WELLNESS PROGRAM AGREEMENT
BETWEEN

Joint Township District Memorial Hospital AND Auglaize County

This agreement (the "Agreement") is made and entered into as of March 4, 2025 (the "Effective Date"), by and between Joint Township District Memorial Hospital ("JTDMH"), and the company noted above ("Company").

The parties agree as follows:

1. Introduction

JTDMH provides a *Wellness Education* program designed for the workplace called *Wellworks For You*. The Company would like to retain JTDMH to provide the services described herein (the "*Wellworks For You Services*") to its employees (*and spouses, optional*). JTDMH is willing to provide the *Wellworks For You Services* on the terms and conditions of this Agreement.

2. *Wellworks For You Services*

A. Consultation and assistance to the Company in the design and implementation of a workplace wellness program, to include the following benchmarks, as designed by the Wellness Council of America:

- 1) Capturing senior level support
- 2) Creating a wellness team and/or leader
- 3) Collecting data to drive a results-oriented wellness initiative
- 4) Crafting an annual operating plan
- 5) Creating a supportive health promoting environment
- 6) Choosing appropriate interventions
- 7) Carefully evaluating program outcomes

B. Performance of annual on-site health screenings, which will include the provision of Health Risk Assessments ("HRAs"), biometrics and/or lab screening tests (a "Screening" or collectively, "Screenings"), as described in the attached Addendum A. Each participant will receive an individualized report of the participant's Screening results through the web portal, which the participant may print or save as a pdf file. The Company will receive summary reports that compile the results from all Screenings (minimum of 30 participants required to produce these summary reports). These summary reports will include aggregate data only and will not disclose any individual employee health risks. The findings will be presented to the Company, along with recommendations for *Wellness Education* activities and interventions appropriate for your workplace and employee population.



- C. Regular on-site visits from a *Wellness Education* Coordinator to provide continuing support to the Company's wellness leader and/or team in the development of interventions, wellness challenges, incentives, workplace policies, etc. The *Wellness Education* Coordinator will also assist in the development of tools to collect data on employee interests, participation, satisfaction and outcome of the Company's wellness initiatives and activities.

3. **Responsibilities of Company Client:**

- A. The Company shall provide adequate space and facilities as may be required for the planning and implementation of program development meetings, group education sessions, Screenings and individual consultations.
- B. The Company will work with JTDMH to schedule an appropriate date and time for the Screenings. The Company shall, no later than fourteen (14) days prior to the scheduled Screenings, provide JTDMH with a written estimate of the number of individuals expected to participate to assure proper staffing levels. A minimum of 10 participants is required in order to provide an on-site screening. Cancellations of on-site screenings must be received a minimum of 10 days in advance to avoid a cancellation fee.
- C. The Company shall pay for the *Wellworks For You* Services, as set forth in Section 4 below.
- D. The Company shall cooperate fully with JTDMH in implementing and fulfilling its obligations under this Agreement, including but not limited to, notifying employees of the *Wellworks For You* Services offered by JTDMH and providing necessary internal and external publications and communications appropriate for the promotion of the *Wellworks For You* Services. JTDMH will provide sample materials, posters and flyers to assist in these efforts. The Company shall seek and obtain written approval from JTDMH before distributing any written communication materials that identify JTDMH by name, logo or other mark.
- E. The Company shall provide JTDMH with a secure electronic eligibility file if requested of all covered employees (and spouses, if applicable), along with such information as is necessary to enable JTDMH to verify the identity of employees (and spouses, if applicable) eligible to receive the *Wellworks For You* Services.
- F. It is the sole responsibility of the Company to ensure that its wellness program is in compliance with applicable federal, state and local laws and regulations including, but not limited to, ERISA, HIPAA, ADA, GINA, and the IRC.
- G. The Company shall have sole responsibility for deciding any claims and appeals that arise under its wellness program. JTDMH does not and will not process, decide or otherwise take action with respect to any claims or appeals arising from the Company's wellness program.
- H. The Company acknowledges that JTDMH is not obligated to and shall not (i) serve in the capacity of a fiduciary under ERISA; or (ii) exercise any discretionary authority with respect to the design, implementation or administration of the Company's wellness program.

4. Service Fees:

The Company shall pay JTDMH the following fees for the *Wellworks For You* Services:

- x \$70 (Premium - Wellworks For You) per registered participant per Screening performed by JTDMH

Payment shall be due within thirty (30) days of the date of the invoice.

The initial contract rate is guaranteed for one year. JTDMH will give the Company at least forty-five (45) days' advance notice of any change in rates thereafter, which will be mutually agreed upon in writing by both parties.

5. Miscellaneous:

- A. Each party shall be solely responsible for its own acts and omissions and those of its directors, officers, employees, and agents in performance of services pursuant to this Agreement.
- B. No assignment of the Agreement or delegation of any duty or obligation of performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party. Notwithstanding the foregoing, JTDMH may engage subcontractors to perform certain of the *Wellworks For You* Services but, absent Company's written consent otherwise, shall remain responsible for such services under the Agreement.
- C. The Agreement may only be amended by a writing executed by both parties.
- D. The initial term of the Agreement shall be for 12 months beginning on the Effective Date. Thereafter, the Agreement shall automatically renew on the one-year anniversary of the Effective Date, and each one-year anniversary thereafter unless either party notifies the other in writing of its intent not to renew at least 30 days prior to the end of the term then in progress, in which case the Agreement shall terminate at the end of the term then in progress.
- E. Either party may terminate the Agreement for any reason by providing 90 days prior written notice to the other party.
- F. The Agreement (including all attachments hereto) contains the entire agreement of the parties and there are no other promises or conditions applicable hereto with respect to its subject matter whether oral or written. The Agreement supersedes any prior written or oral agreements or understanding between the parties with respect to the subject matter hereof. JTDMH's only obligations in connection with this Agreement shall be as expressly set forth herein and JTDMH makes no other representations or warranties, express or implied.

- G. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- H. To the extent not preempted by federal law, the laws of the State of Ohio shall govern the construction and administration of the Agreement.
- I. Any legal action arising out of or related to the Agreement shall be brought exclusively in the Auglaize County Court of Common Pleas or the federal district court with territorial jurisdiction of Auglaize County, Ohio.
- J. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- K. The Agreement is not intended to create, nor shall it be deemed or construed to create, an exclusive relationship between the parties. Further, the relationship between the parties shall be that of independent contractors.
- L. Neither party shall be liable for failure to perform any duty or obligation that such party may have under the Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of such party that renders performance impossible or impracticable, including but not limited to, acts of God, terrorist acts, fire, strike, inevitable accident, war, or any other like event (collectively, "Force Majeure Event"), but only to the extent prevented by the Force Majeure Event.
- M. JTDMH and its subcontractor(s), if any, and their respective officers, directors, employees, agents or affiliates shall not be liable to the Company for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise.
- N. All notices required or provided pursuant to the Agreement (including, but not limited to invoices), shall be sent by first-class U.S. mail, email, fax, or national courier service to the following individuals and addresses for the respective parties:



If to **JTDMH**, addressed to: Wellness Education Coordinator, 200 St. Clair Avenue, St. Marys, Ohio, 45885.

If to **Company**, addressed to: Auglaize County, 209 S. Blackhoof Street, Room 201 Wapakoneta, OH 45895

JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL

Approved by: Lesia Arnett on 3 / 4 / 2025
Lesia Arnett

Auglaize County

Approved by: David Bamberger on 3 / 11 / 2025
Signature
David Bamberger
Printed name
President
Title



ADDENDUM A

Service	Additional Fee
Standard Screening: Health Risk Assessment, Biometrics, CMP with lipids, CBC	No additional fee; included with \$70.00 <i>Wellworks For You</i> fee
Postage for mailing results	\$0.73/person (will increase with standard postage rates)
Attachment B Report/BWC Report	No charge
Health Coaching	\$64.00/hour
Osteo Screenings	\$56.00/hour/station
PSA (for men over 40)	\$45.00/person (Optional Self-Pay)
Thyroid Panel	\$52.00/person (Optional Self-Pay)
C Reactive Protein	\$25.00/person (Optional Self-Pay)
Hemoglobin A1C	\$26.00/person (Optional Self-Pay)
Vitamin D	\$42.00/person (Optional Self-Pay)
Magnesium	\$20.00/person (Optional Self-Pay)
Iron Profile	\$37.00/person (Optional Self-Pay)
Testosterone (Male Adult Only)	\$40.00/person (Optional Self-Pay)

WELLNESS EDUCATION COORDINATOR & CONTACT INFORMATION

Lesia Arnett

Joint Township District Memorial Hospital Affiliate of the Grand Lake Health System 419 394-6354 or larnett@jtdmh.org