

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 21st day of March, 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, 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>
432747	\$ 282.00	JTDMH
432754	\$ 860.72	City of Wapakoneta
432763	\$ 1,955.71	West Publishing Corp
432785	\$ 1,788.95	Point Click Care Technologies
432790	\$ 239.71	Coleman Prof Svc
432790	\$ 5,959.79	Coleman Prof Svc
432791	\$ 2,102.00	NWGS
432796	\$ 154.33	Abby Lammers
432820	\$ 545.50	Rolf Goffman Martin Lang LLP
432843	\$ 695.00	Lexis Nexis
432846	\$ 154.14	Four-U Office
432846	\$ 596.88	Four-U Office
432858	\$ 3,699.53	Powerplan
432864	\$49,262.00	Northwoods Consulting PRNRS
432874	\$ 4,844.11	Innovative Office Solutions, Inc.
432882	\$ 2,520.00	Armor Fire Protection
432895	\$ 180.25	City of Wapakoneta

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

Adopted this
21st day
March, 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

IN THE MATTER OF APPROVING A SCHEDULE OF HOURLY RATES AND MAXIMUM ASSIGNED COUNSEL FEES TO BE PAID FOR LEGAL REPRESENTATION OF INDIGENT DEFENDANTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of March, 2019.

Commissioner Bergner moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County recognizes its responsibility under the laws of the State of Ohio and the United States of America to provide legal counsel for indigent individuals charged with loss of liberty offenses and other statutorily granted right of counsel proceedings in the Courts of Auglaize County; and,

WHEREAS, Auglaize County has a County Public Defender's Office to provide representation in indigent defense cases, however, in instances where there is an ethical conflict, multiple defendants, or for other reasons where representation cannot or is not provided by or the County Public Defender's Office, the Commissioners wish to adopt a schedule of fees for those types of services; and,

WHEREAS, Pursuant to Section 120.33(A)(3) of the Ohio Revised Code, to receive reimbursement, a board of county commissioners must adopt a resolution to pay counsel appointed by the court, and must establish an up to date fee schedule which must be filed with the Office of the Ohio Public Defender, upon which reimbursement will be based; and,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF AUGLAIZE COUNTY, OHIO: The following plan is adopted for use by the Courts of Auglaize County including the Third District Court of Appeals and Supreme Court.

Trial Level Proceedings

1. Payment for representation in trial level cases not involving a death penalty specification will be made based on the maximum rate of \$75 per hour for both out-of-court services and in-court services.
2. Payment for representation in trial level cases involving a death penalty specification will be made based on the maximum rate of \$125 per hour for both in-court and out-of-court services.
3. The prescribed maximum fees permitted in trial level proceedings are:

<u>Offense/Proceeding</u>	<u>Fee Maximum</u>
Aggravated Murder (w/specs) per O.R.C. 2929.04(A) and 2941.14(B)	As set by Capital Fee Council See O.R.C. 120.33(D). Council has currently set a rate of \$125.00 with no fee maximum.
Aggravated Murder (w/o specs)	\$15,000/1 attorney \$25,000/2 attorneys
Murder	\$10,000
Felony with Possible Life Sentence/Repeat Violent Offender/Major Drug Offender	\$10,000
Felonies (degrees 1-2)	\$ 8,000
Felonies (degree 3)	\$ 5,000
Felonies (degrees 4 & 5)	\$ 3,500
Misdemeanor (degrees 1-4)	\$ 2,000
Misdemeanor OVI/BAC	\$ 2,500
Contempt of Court	\$ 500
Violation (probation/Community Control)	\$ 750
Preliminary Hearings	\$ 300
Sex Offender Classifications	\$ 750
Other	\$ 750

**Resolution approving the schedule of hourly rates and maximum assigned counsel fees
March 21, 2019 – page two**

4. Payment for guilty or no-contest pleas will be made on the maximum rate of \$75.00 per hour for both in-court and out-of-court services, up to the prescribed maximums for each classification.

Juvenile Proceedings

1. Payment for representation in juvenile proceedings will be made based on the maximum rate of \$75.00 per hour for both in-court and out-of-court services.
2. Payment will not be made for non-attorneys appointed as a guardian ad litem.
3. In abuse, dependency, and neglect cases, both the attorney and the guardian ad litem bill may add up to the maximum fee allowed by the county for the initial dispositional hearing and each subsequent annual review hearing before the Court.
4. The prescribed maximum fees permitted in juvenile proceedings are:

<u>Offense/Proceeding</u>	<u>Fee Maximum</u>
Aggravated Murder (w/specs) O.R.C. 2929.04(A) and 2941.14(B)	As set by Capital Fee Council See O.R.C. 120.33(D). Council has currently set a rate of \$125.00 with no fee maximum.
Aggravated Murder (w/o specs)	\$ 7,500/1 attorney \$12,500/2 attorneys
Murder	\$ 6,000
Felony adjudication (degrees 1-2)	\$ 5,000
Felony adjudication (degrees 3-5)	\$ 3,500
Misdemeanor OVI/BAC	\$ 2,500
Misdemeanor	\$ 2,000
Traffic	\$ 300
Objections	\$ 750
Unruly	\$ 1,000
Bindover-Mandatory	\$ 750/1 attorney \$ 1,200/2 attorneys
Bindover-Discretionary	\$ 2,000/1 attorney \$ 3,000/2 attorneys
Reverse Bindover Amenability	\$ 1,500
Serious Youthful Offender	Adult degree + 50%/2 attorneys
Serious Youthful Offender Invocation	\$ 2,000/1 attorney \$ 3,000/2 attorneys
Adult in Juvenile Court	\$ 1,500
Violations, VCO	\$ 750
NAD Initial Custody	\$ 1,500
NAD Annual Review	\$ 1,500
NAD Permanent Custody	\$ 2,500
Contempt of Court	\$ 500
Purge Hearing	\$ 150
Sex Offender Classification/ Reclassification/Declassification	\$ 750
Expungement	\$ 300
Other	\$ 750

**Resolution approving the schedule of hourly rates and maximum assigned counsel fees
March 21, 2019 – page three**

Appellate Level Proceedings

1. Payment for representation in appellate level proceedings not involving a death sentence shall be based on the maximum rate of \$75 per hour for both in-court and out-of-court services.
2. Payment for representation of appellate level proceedings involving a death sentence will be based on the maximum rate of \$125.00 per hour for both out-of-court and in-court services.
3. The prescribed maximum fees permitted in appellate level proceedings are:

<u>Offense/Proceeding</u>	<u>Fee Maximum</u>
Aggravated Murder (death sentence imposed)	As set by Capital Fee Council See O.R.C. 120.33(D) The Council has currently set a rate of \$125.00 with No maximum.
Cumulative Minimum Sentence Exceeds 25 years	\$ 8,000
Felonies (degrees 1-2) Trial	\$ 5,000
Felony (degree 3)	\$ 3,500
Felony (degree 4-5) Trial	\$ 2,500
Misdemeanor Trial	\$ 2,000
Felony Plea	\$ 1,500
Misdemeanor Plea	\$ 1,000
NAD Permanent Custody	\$ 3,500
Unruly	\$ 1,000
Other	\$ 1,000
26(B) Murnahan Felony (degrees 1-2) Trial	\$ 3,000
26(B) Murnahan Felony (degrees 3) Trial	\$ 2,000
26(B) Murnahan Felony (degrees 4-5) Trial	\$ 1,000
OSC Jurisdiction memorandum	\$ 1,500

Post-conviction and Habeas Corpus Proceedings

1. Payment for post-conviction and state habeas corpus proceedings not involving a death sentence will be made on the maximum rate of \$75 per hour for both in-court and out-of-court services.
2. Payment for representation in appellate level proceedings involving a death sentence will be paid based on the maximum rate of \$125.00 per hour for both in-court and out-of-court services.
3. The prescribed maximum fees permitted in post-conviction and habeas corpus proceedings are:

<u>Offense/Proceeding</u>	<u>Fee Maximum</u>
Death Sentence	As set by Capital Fee Council see O.R.C.120.23(D) The Council has currently Set a rate of \$125 with no fee maximum.
Felony (degrees 1-2) (O.R.C. 2953.21 Petition/New Trial Mtn)	\$ 4,000
Felony (degree 3) (O.R.C. 2953.21 Petition/New Trial Mtn)	\$ 2,500

**Resolution approving the schedule of hourly rates and maximum assigned counsel fees
March 21, 2019 – page four**

Felony (degrees 4-5) (O.R.C. 2953.21 Petition/New Trial Mtn)	\$ 1,750
Misdemeanor (60(B))	\$ 1,500
Juvenile	\$ 2,500
State Habeas	\$ 1,500
Expungement	\$ 300
Judicial Release	\$ 500
Revocation	\$ 750
Driving Privileges	\$ 150
NGRI/Comp Review	\$ 750
Jail Time Credit	\$ 300
Resentencing	\$ 500
Sex Offender Reclassification	\$ 750
Withdrawal of Guilty Plea	\$ 1,000

Extraordinary Fees/Hourly Rate

1. Cases eligible for extraordinary fees or Extraordinary hourly rates are ones which, because of extraordinarily complex issues, multiple offenses, lengthy trials, or other reasons, warrant compensation at a rate which exceeds the maximums established by a county or the Ohio Public Defender. Payment for extraordinary fees/hourly rates are subject to the following requirements and are hereby enacted:
2. Auglaize County hereby provides for extraordinary fees/hourly rates in this fee resolution adopted pursuant to O.R.C. 120.33(A)(3).
3. Extraordinary fees must be clearly documented in the appropriate sections on the Motion, Entry, and Certification form.
4. The Judge hearing the case must indicate approval of the extraordinary fees and/or hourly rates by checking the “Extraordinary Fees Granted” box in the Judgment Entry section on the front of the form, and a copy of the journal entry/entries must be attached.

Expenses

1. Payment for reasonable expenses requiring Court approval, such as transcripts or experts, associated with providing representation shall be made by motion and approved by the judge in advance of incurring the expense and the amount thereof is determined to be reasonable by the judge.

Payment of Fees

1. Payment of fees is contingent upon bills being submitted within thirty (30) days after the disposition of the case to allow the county to meet the ninety (90) day deadline for state reimbursement.

Amendments to the Fee Schedule

1. Auglaize County Commissioners may amend this fee schedule at any time. Whenever the schedule is amended or revised, a copy of the resolution amending the fee schedule is directed to be sent to the Ohio Public Defender along with notice to all the courts and assigned counsel.

Effective date

1. The effective date of the new Schedule of Fees for Assigned Counsel is _____. Cases submitted to the court for payment after _____ will be eligible for the fees established above even though the appointment may have been prior.

**Resolution approving the schedule of hourly rates and maximum assigned counsel fees
March 21, 2019 – page five**


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

Adopted this
21st day of
March, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Don Regula


John N. Bergman


Douglas A. Spenger

✓cc: Public Defender
✓County Auditor

County Commissioners' Office
Auglaize County, Ohio
March 21, 2019

No. 19-127

IN THE MATTER OF AUTHORIZING CHANGE ORDERS #1 AND #2 FOR HOUSING HOME REPAIR FOR PAULA MARSH UNDER THE C.H.I.P. PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 21st day of March, 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 #19-053, dated January 24, 2019, the Board approved home repair to the property of Paula Marsh at a cost of \$8,700.00; and,

WHEREAS, Poggemeyer Design Group Inc. has advised the Board of the need for a change order #1 for the revised contract completion date of 3/15/2019 with zero change in the contract amount. Change order #2 is for \$800.00; said change order #2 is for the reason: repaired existing bathroom sub-floor \$200.00 and additional labor and framing materials for the existing garage door to correct the existing framing opening \$600.00; and,

WHEREAS, these change orders will increase the contract for the new cost of \$9,500.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the above noted change orders #1 and #2 for home repair work for the Paula Marsh'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
21st day of
March, 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: Gayle Flaczynski – Poggemeyer Design Group
✓ Esther Leffel – BOCC Clerk

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT FOR THE COUNTY'S PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION OF OHIO WORKERS COMPENSATION GROUP RETROSPECTIVE RATING PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of March, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the County Commissioners Association of Ohio (CCAO) established the "CCAO Service Corporation Workers' Compensation Group Retrospective Rating Plan", pursuant to Ohio Revised Code 4123.29; and,

WHEREAS, the proposed agreement with CCAOSC regarding the retrospective rating plan projects a refund for Auglaize County for program year 2020 to be approximately 23% payable over a three year period; and,

WHEREAS, the Board feels this savings to be significant enough for association with this group retrospective rating plan.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute an Agreement for the County's participation in the CCAO Workers' Compensation Group Retrospective Rating Plan for calendar year 2020; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the payment of the CCAO Worker Compensation Group Retrospective Rating Plan Administration fee as determined and submitted by CCAOSC; and,

BE IT FURTHER RESOLVED that a copy of the executed agreement 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
21st day of
March, 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: CCAOSC

✓ County Auditor – Janet Schuler

✓ Comp Management, Inc.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING
PLAN AGREEMENT**

THIS AGREEMENT, dated as of March 21, 2019, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and AUGLAIZE COUNTY ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

- (1) CCAO was created more than two years prior to the date of application for Group coverage.
- (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
- (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.

B. The Participant represents and warrants as follows:

- (1) It is a member in good standing of the County Commissioners' Association of Ohio.
- (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
- (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
- (4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

C. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

D. The Participant shall:

- (1) join and participate in the CCAO Group Retrospective Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (**excluding** claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group

Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Safety Expectations Survey and working toward accomplishing all of the Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general administrative fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2020 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2019. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain in good standing and to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

Section XIV: ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Revised Code, CCAOSC warrants and agrees to the following:

- A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and
- B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

Date: 3/8/2019 By: 

Keith Blosser, Managing Director, Operations

AUGLAIZE COUNTY

Date: 3/21/2019 By: 

Signature of Authorized Official Don Regula, President

County Name: AUGLAIZE COUNTY
Address: 209 S. BLACKHOOF ST., RM. 102
City, State, Zip: WAPAKONETA OH 45895-1989
OBWC Number: 30600001

APPROVED AS TO FORM (if required)

Prosecuting Attorney _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE RE-ENROLLMENT APPLICATION FOR THE COUNTY'S PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of March, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS Auglaize County is currently enrolled in County Commissioners Association of Ohio's Compensation Retrospective Rating Program pursuant to Ohio Administrative Rule 4123-17-73 and has participated in the program since 2014; and,

WHEREAS, CCAO projects a refund for Auglaize County for program year 2020 to be approximately 23% payable over a three year period; and,

WHEREAS, the Board feels this savings to be significant enough for Auglaize County to re-enroll in the Group Retrospective Rating Program.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute the enrollment application for the County's participation in the CCAO Workers' Compensation Retrospective Rating Program for calendar year 2020.

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

Adopted this
21st day of
March, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula yes

John N. Bergman
John N. Bergman yes

Douglas A. Spencer
Douglas A. Spencer yes

cc: CCAOSC

✓ County Auditor – Janet Schuler
✓ Comp Management, Inc.

IN THE MATTER OF SETTING A DATE AND TIME TO RECEIVE BIDS FOR BITUMINOUS MATERIALS FOR THE HIGHWAY DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of March, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Doug Reinhart, County Engineer, informed the Board of County Commissioners that it is necessary to receive bids for the purchase of bituminous materials to be used by the Highway Department during the 2019 season.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby set April 9, 2019 at 1:45 p.m. as the date and time to receive and publicly open bids for the purchase of bituminous materials for the Highway Department as requested by the County Engineer; and,

BE IT FURTHER RESOLVED that the Board authorizes the County Engineer to proceed with the necessary legal steps to cause the above set bid opening.

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

Adopted this
21st day of
March, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spence
Douglas A. Spence

/ cc: County Engineer

IN THE MATTER OF SETTING A DATE AND TIME TO RECEIVE BIDS FOR ROCK & GRAVEL AGGREGATE FOR THE HIGHWAY DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of March, 2019.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS it is necessary, at this time, to receive bids for the purchase of rock & gravel aggregate to be used by the Highway Department during the 2019 season.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby set the following date and time to receive the mentioned bids:

Rock & Gravel Aggregate April 9, 2019 at 1:30 p.m.

BE IT FURTHER RESOLVED that the Board authorizes the County Engineer to proceed with the necessary legal steps to cause the above set bid opening.

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

Adopted this
21st day of
March, 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

Date: MARCH 21, 2019

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA AWARDING
matter of: CONTRACT FOR THE AERATION SYSTEM – WEST BEACH WATER QUALITY
IMPROVEMENTS

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 21st day of March, 2019, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. Greg Homan, and Mr. Don Regula. Members absent were Mr. John Bergman and Mr. Doug Spencer.

Mr. Don Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on January 22, 2019, the Board of Directors of Grand Lake St. Marys LFA authorized Project Engineer Jared Ebbing to solicit quotes for the West Beach Water Quality Improvement Project; and

WHEREAS, three contractors were invited to submit a bid for said project; following is a tabulation of the bids received by the deadline of March 19, 2019:

- | | |
|--|-------------|
| 1. Shinn Brothers, Inc., 540 Summit St., Celina, OH 45822 | No Bid |
| 2. EverBlue Lakes, A Lake Savers Co., 6543 Whitney Woods, Richland, MI 49083 | \$49,359.00 |
| 3. VTF Excavation, LLC, 8398 Celina-Mendon Rd., Celina, OH 45822 | No Bid |

WHEREAS, Jared Ebbing has reviewed the sole bid and recommends said bid submitted by EverBlue Lakes be accepted;

NOW, THEREFORE, BE IT RESOLVED, by the Grand Lake St. Marys LFA that:

- 1) The Board of Directors documents the receipt of the aforementioned bids for the West Beach Water Quality Improvement Project consisting of labor, equipment, tools, and materials for the installation of a diffused aeration system and air curtain; and
- 2) The Board of Directors accepts the bid submitted by EverBlue Lakes in the amount of forty-nine thousand three hundred fifty-nine 00/100 dollars (\$49,359.00); and
- 3) The project engineer together with Administrator/Clerk Kim Everman are directed to obtain from the successful bidder: an executed contract, certificate of insurance, and valid workers compensation certificate; and
- 4) Upon receipt of the documents delineated in Item 3, Jerry Laffin is hereby authorized to sign the contract between Grand Lake St. Marys LFA and EverBlue Lakes for the West Beach Water Quality Improvement Project along with any other documents required for said Project.

Mr. Rick Muhlenkamp seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Jerry Laffin, yes
Mr. Jerry Laffin

absent
Mr. John Bergman

Jared Ebbing, yes
Mr. Rick Muhlenkamp

Don Regula, yes
Mr. Don Regula

Doug Spencer, yes
Mr. Greg Homan

absent
Mr. Douglas Spencer

Motion carried.

Adopted this 21st day of March, 2019.

ATTEST:

Kim Everman
Kim Everman, Administrator/Clerk
Board of Mercer County Commissioners