

IN THE MATTER OF GRANTING AN AMENDMENT OF TIME TO PRESENT SURVEY, REPORTS AND SCHEDULES BY THE COUNTY ENGINEER FOR THE CHRIST HENGSTLER DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 13th day of October, 2022.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, pursuant of Resolution #22-312, dated June 30, 2022, the Engineer's Reports on the Christ Hengstler Ditch Project were due to the Board of County Commissioners on this date, December 6, 2022; and,

WHEREAS, a request for an amendment of time to complete survey, reports and schedules by the County Engineer was submitted to the Board of County Commissioners by County Engineer Drainage Technician TJ Place with the following content:

To the Board of County Commissioners:

We have the Engineer's report finalized and the assessments calculated for the Christ Hengstler Ditch project. We currently have December 6th scheduled to review this but I am requesting an earlier review so we can schedule the Final Hearing and bid it out as soon as possible.

I would like to amend the date to present the complete survey, reports and schedules of the Christ Hengstler Ditch to October 27, 2022 at 10:00 a.m. These reports are complete and respectfully request an amendment to the date originally set for December 6, 2022 at 9:30 a.m.

Sincerely,

s/TJ Place
TJ Place
Drainage Technician

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby grant the amendment of time for the completion and submittal of the Engineer's Reports for the Christ Hengstler County Ditch to **October 27, 2022 at 10:00 a.m.** for reasons so above stated.

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

Adopted this
13th day of
October, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 David Bambauer , yes
David Bambauer

 John N. Bergman , yes
John N. Bergman

 Douglas A. Spencer , Yes
Douglas A. Spencer

cc: County Engineer

IN THE MATTER OF ACCEPTING THE RESIGNATION FROM AN EMPLOYEE AS THE SOCIAL SERVICES WORKER 2 POSITION OF THE JOB AND FAMILY SERVICES DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners received correspondence from Job and Family Services Department Director that an employee, Cameran Ogunkayode, is resigning from her position as the Social Services Worker 2 position effective September 30, 2022.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby accept the resignation of the Job and Family Services Department employee as the Social Services Worker 2 Position effective September 30, 2022.

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

Adopted this
13th day of
October, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , Yes
Douglas A. Spencer

cc: Job & Family Services
Cameran Ogunkayode

IN THE MATTER OF ACCEPTING THE QUOTE FROM BUEHLER ASPHALT PAVING, INC TO PREPARE, PATCH AND PLACE ASPHALT BASE COURSE FOR THE TITLE / BMV OFFICE; AND AUTHORIZING EXECUTION OF QUOTE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Buehler Asphalt Paving, Inc. has submitted a quote of \$6,980.00 to prepare and patch existing 208 S.F. on Blackhoof Street and 54 S.F. in the Parking Lot area as quoted below:

AREA 262 S.F.

- Excavate patch areas and haul off spoils
- Aggregate base is adequate
- Fine grade and compact aggregate base
- Place and compact 8.5" asphalt base course in Blackhoof Street patch
- Place and compact 2.5" asphalt base course in Parking Lot patches
- Place and compact 1.5" asphalt surface course in both areas.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote from Buehler Asphalt Paving, Inc. for \$6,980.00 to prepare patch, and place asphalt base course for the Title & BMV Office. The cost for the paving will be encumbered from the Board of County Commissioners (041 Fund); and,

BE IT FURTHER RESOLVED the Board of Commissioners of Auglaize County, Ohio does authorize the President of the Board, David Bambauer, to execute said quote.

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

Adopted this
13th day of
October, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: ✓ Buehler Asphalt Paving, Inc.
✓ Maintenance Supervisor
✓ Clerk of Courts

IN THE MATTER OF AUTHORIZING THE EMPLOYMENT OF TYLER VARNO TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR I FOR THE SANITARY ENGINEER'S DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, with the position of the Wastewater Treatment Plant Operator I for the Sanitary Engineer's Department was vacated, the Board gave advertisement for interested parties to submit a cover letter, resume and a completed application for employment for said position; and,

WHEREAS, the Commissioners, County Administrator and the County Engineer have reviewed all resumes as received and the County Engineer Office and County Administrator performed interviews of the selected candidates; and,

WHEREAS, County Engineer Baumer recommended Mr. Varno for the position following the interviews; and,

WHEREAS, Mr. Varno was contacted about the Wastewater Treatment Plant Operator I position and accepted with the effective date of full-time employment following with a starting wage of \$1,640.00 bi-weekly; there will be a twelve month probationary period.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the employment of Tyler Varno as the Wastewater Treatment Plant Operator I position as mentioned above; and,

BE IT FURTHER RESOLVED that the following stipulations apply to the employment:

1. Compensation for Mr. Varno will be \$20.50 per hour.
2. Will receive \$0.50 an hour increase upon the completion of passing the Wastewater 1 exam if prior to the expiration of his probationary period.

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

Adopted this
13th day of
October, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 David Bambauer yes
David Bambauer

 John N. Bergman yes
John N. Bergman

 Douglas A. Spencer Yes
Douglas A. Spencer

- cc: ✓ Tyler Varno
- ✓ Auditor
- ✓ Sanitary Engineer

IN THE MATTER OF APPROVING THE BENEFIT CHANGE REQUEST FOR THE ELIXIR RX SOLUTIONS, LLC THAT PROVIDES THE PHARMACY BENEFIT SERVICES FOR THE AUGLAIZE COUNTY'S HEALTH BENEFIT PLAN(S).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County ("Client"), as a member of the Midwest Employees Benefit Consortium (MEBC), offers a prescription drug plan to its employees; and

WHEREAS, the Board of County Commissioners has chosen to retain Elixir RX solutions, LLC ("Elixir") to administer this the Pharmacy Benefit on behalf of Client in accordance with the terms of this agreement; and,

WHEREAS, Elixir RX Solutions, LLC has submitted a benefit change request to the Board for its approval and execution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the Benefit Change Request with the Pharmacy Benefit Service Agreement as presented by Elixir RX Solutions, LLC and does authorize David Bambauer, President of the Board, to execute said documents.

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

Adopted this
13th day of
October, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 David Bambauer , yes
David Bambauer

 John N. Bergman , yes
John N. Bergman

 Douglas A. Spencer , yes
Douglas A. Spencer

cc: Elixir RX Solutions, LLC

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN POGGEMEYER DESIGN GROUP, A KLEINFELDER COMPANY FOR THE COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM: LEAD ABATEMENT PROGRAM (CHIP-LAP) AND EQUIPMENT GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Ohio Department of Development Office of Community Development (ODOD/OCD), has determined Auglaize County may apply for grant funding made available through partnership between Ohio Department of Development (ODOD) and the Ohio Department of Health (ODH) to acquire an X-Ray Fluorescence (XRF) Analyzer or to re-source an XRF Analyzer already owned by the grantee and to provide financial assistance to local governments for the purpose of addressing local housing needs; and,

WHEREAS, the Auglaize County Board of County Commissioners has submitted a grant to the State of Ohio Department of Development Office of Community Development (ODOD/OCD) for a PY2022 Community Housing Impact & Preservation (CHIP) Program that if/when funded, would continue use of the XRF Analyzer and supplemental grant funds to continue lead-based paint abatement/lead hazard control work and related costs to assist low-moderate income (LMI) owner/occupied properties in conjunction with Community Housing Impact & Preservation (CHIP) Rehabilitation and Home Repair activities; and,

WHEREAS, Poggemeyer Design Group, Inc. has submitted Memorandum of Understanding to be executed and to set forth working arrangements to utilize the XRF and CHIP-LAP funds within parameters set by ODOD/OCD and to detail the responsibilities and agreement between Auglaize County/Grantee and its consultant, Poggemeyer Design Group, a Kleinfelder Company, regarding ownership of the XRF Analyzer, as well as its storage and use by consultant; and,

WHEREAS, the Board of County Commissioners has reviewed the MOU finding same to be in order and reasonable.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the Memorandum of Understanding and authorizes the Board to execute said MOU; and,

BE IT FURTHER RESOLVED that the MOU will be become 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
13th day of
October, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

MEMORANDUM OF UNDERSTANDING

**BETWEEN
AUGLAIZE COUNTY, OHIO
AND
POGGEMEYER DESIGN GROUP, A KLEINFELDER COMPANY
FOR THE
COMMUNITY HOUSING IMPACT & PRESERVATION PROGRAM: LEAD ABATEMENT
PROGRAM (CHIP-LAP) AND EQUIPMENT GRANT**

WHEREAS, Auglaize County, hereafter referred to as Grantee or County, in consultation with the Ohio Department of Development Office of Community Development (ODOD/OCD), has determined to apply for grant funding made available through partnership between the Ohio Department of Development (ODOD) and the Ohio Department of Health (ODH) to acquire an X-Ray Fluorescence (XRF) Analyzer or to re-source an XRF Analyzer already owned by the grantee and/or administrator. Supplemental grant funds are also being made available for lead-based paint abatement/lead hazard control work and related costs for low-moderate income (LMI) owner/occupied properties in conjunction with Community Housing Impact & Preservation (CHIP) Rehabilitation and Home Repair activities; and

WHEREAS, the proposed CHIP-LAP grant for Grantee/County involves the purchase of an XRF Analyzer to be used to perform thorough and accurate lead risk assessments in conjunction with Community Housing Impact & Preservation (CHIP) Private Rehabilitation and Home Repair activities; and should lead-based paint (LBP) be discovered, supplemental grant funds are being made available for lead-based paint abatement/lead hazard control work and related costs; and

WHEREAS, the Ohio Department of Development (ODOD) has/will provide grant funds to Grantee/County for the purchase of an XRF Analyzer along with supplemental grant funds for lead-based paint abatement/lead hazard control work and related costs in conjunction with the Community Housing Impact & Preservation (CHIP) Program; and this program is ongoing; and

WHEREAS, the Grantee/County, being a PY2020 CHIP Program grantee, has made application to the Ohio Department of Development Office of Community Development (ODOD/OCD) for a PY2022 Community Housing Impact & Preservation (CHIP) Program that if/when funded, would continue use of the XRF Analyzer and supplemental grant funds to continue lead-based paint abatement/lead hazard control work and related costs to assist low-moderate income (LMI) owner/occupied properties in conjunction with Community Housing Impact & Preservation (CHIP) Rehabilitation and Home Repair activities; and

WHEREAS, the Grantee/County, as responsible entity for the funds, contracted with Poggemeyer Design Group, A Kleinfelder Company (PDG), to administer the PY2020 CHIP and to make said PY2022 CHIP Application and to administer/implement private rehabilitation and home repair activities for the program, if/when funded; and

WHEREAS, the Grantee/County, in consultation with ODOD has determined that the planned CHIP-LAP grant requires this Memorandum of Understanding (MOU) to be executed and to set forth working arrangements to utilize CHIP-LAP funds within parameters set by ODOD/OCD and to detail the responsibilities and agreement between the Grantee/County and its consultant, Poggemeyer Design Group, A Kleinfelder Company, regarding ownership of the XRF Analyzer, as well as its storage and use by consultant; and

WHEREAS, the County provided for public comment on the undertaking by public hearing held on September 26, 2022; and,

WHEREAS, the County has contracted with its CHIP consultant, Poggemeyer Design Group, A Kleinfelder Company, and invites PDG to be signatory to this Memorandum of Understanding (MOU); and

NOW, THEREFORE, the County and its consultant, Poggemeyer Design Group, A Kleinfelder Company agree that the CHIP-LAP grant shall be implemented in accordance with the following stipulations.

I. STIPULATIONS

The County will ensure that the following stipulations are carried out according to ODOD/ODH grant requirements for the X-Ray Fluorescence (XRF) Analyzer:

A. COUNTY RESPONSIBILITIES AND AGREEMENTS/UNDERSTANDING

Prior to the purchase of an XRF Analyzer and prior to beginning its use in conjunction with CHIP private rehabilitation and home repair activities, the County sets forth that its responsibilities include the following:

1. **OWNERSHIP:** As Grantee, the County will procure through established county procedures the purchase of an XRF Analyzer for use with the CHIP-LAP and maintain ownership of the XRF Analyzer equipment. Said purchase to be fully paid for from CHIP-LAP grant funds. The grantee/county will make said equipment available to its CHIP Consultant for use in conducting lead-based paint inspections/risk assessments for its CHIP Program private rehabilitation and home repair activities in accordance with the terms and conditions of the professional services agreement between County and PDG. Said consultant will be required to return XRF Analyzer equipment should the relationship be terminated.

2. **POSSESSION/STORAGE:** The XRF Analyzer will be required to be in a) the Grantee/County's possession; or b) possession of the properly licensed PDG Consultant while the CHIP program activities are ongoing. If in County's possession, County agrees to utilize, transport, maintain and store the XRF Analyzer in a manner consistent with manufacturer requirements and other safety precautions dictated by ODOD/OCD.

As owner of the XRF Analyzer, Grantee/County shall obtain and maintain first party property insurance in the amount to cover repairs or replacement value of all XRF Analyzer Equipment for the duration of PDG's use hereunder. Grantee/County confirms that, while in Grantee/County's possession, such XRF Analyzer Equipment has been properly maintained and calibrated. County further confirms that no actions have been taken to modify the manufacturer's assurances regarding use of the machine.

3. **REGISTRATION:** Handlers of radiation-generating equipment are required to be registered with the Ohio Department of Health. A handler means a facility that receives, possesses, uses, stores, transfers, installs, services, or disposes of sources of radiation, unless possession is solely for the purpose of transportation.

As required, the XRF must be registered with the State of Ohio per Ohio Administrative Code 3701.1-38-03(C) ..every facility that proposes to handle radiation-generating equipment shall

apply for a registration **at least thirty days prior** to handling the equipment. Registration is required for dental, medical, therapeutic, and non-medical radiation-generating equipment. **Registration certificates are not transferrable.** If a facility is sold or otherwise transferred to another person after a certificate of registration has been issued, the new handler is required to apply for and receive a new registration certificate for the radiation-generating equipment.

Grantee/County will require that PDG register the XRF Analyzer purchased with ODH through its ODH Gateway and under its PDG Consultant ODH Gateway User Account.

Should relationship with PDG be terminated, the Grantee/County will create its own ODH Gateway User Account and complete a new registration as required by law. Within 30 days of such termination, PDG will be required to return the equipment to appropriately licensed Grantee/County personnel and the County's safe storage location.

4. **USE OF XRF ANALYZER:** On behalf of the Grantee/County, PDG will use the XRF Analyzer to perform thorough and accurate lead-based paint risk assessments for identified CHIP private rehabilitation and home repair activities and use results of such assessments to prepare lead-based paint abatement/lead hazard control work specifications. PDG's use of the XRF Analyzer and PDG's performance of its services shall be in accordance with that level of care and skill ordinarily exercised by members of the same professions currently practicing in the same locality under similar conditions.

Grantee/County agrees to and understands that PDG, its CHIP Consultant, is also consultant to other Community Housing Impact & Preservation (CHIP) eligible communities. As such, Grantee/County agrees to allow, without any charge, PDG use and possession of XRF Analyzer equipment for any CHIP private rehabilitation and home repair activities, whether within Auglaize County's CHIP Service Areas or other CHIP Service Areas where PDG is contracted to perform lead-based paint risk assessments as part of its CHIP responsibilities/duties.

As required by the Grantee/County and when the XRF is in PDG's possession, Grantee/County may request that the equipment be made available for use by appropriate/licensed County staff, as needed. Such requests to be in writing, specifying the estimated time frame that the grantee/county plans to use/need the equipment so an agreeable schedule can be arranged, and shall not interfere with PDG's ability to comply with the terms and conditions of the professional services agreement between County and PDG; and, County will not unreasonably cause the XRF to be unavailable to PDG so as to make such equipment unavailable to PDG for proper use of such equipment by PDG under any of its other professional services agreements. County agrees it is solely responsible for the use, transport, maintenance, and storage of the equipment when in its possession.

5. **INSURANCE/LIABILITY:** County, as owner of the XRF Analyzer equipment, agrees to maintain appropriate liability insurance for the XRF Analyzer when it is in possession and use of anyone other than PDG, or by County. When/if used in CHIP Service Areas other than County by its Consultant PDG, PDG will have responsibility for any required liability insurance for use of the XRF Analyzer equipment by its licensed staff/personnel.

B. CONSULTANT / PDG RESPONSIBILITIES AND AGREEMENTS/UNDERSTANDING

1. **OWNERSHIP:** PDG agrees and understands that the Grantee/County will procure for the purchase of an XRF Analyzer and maintain ownership of the XRF Analyzer equipment. The Grantee/County will make said equipment available to PDG for use in conducting lead-based paint inspections/risk assessments for its CHIP Program private rehabilitation and home repair

activities. Said consultant will return XRF Analyzer equipment in a similar working condition as it received it, minus reasonable and expected wear and tear should the relationship be terminated.

2. **POSSESSION:** The XRF Analyzer will be required to be in a) the Grantee/County's possession; or b) possession of the properly licensed PDG Consultant while the CHIP program activities are ongoing. If in PDG's possession, PDG agrees to utilize, transport, maintain, and store the XRF Analyzer in a manner consistent with manufacturer requirements and other safety precautions dictated by ODOD/OCD; and also, any additional PDG health/safety requirements. When not in use by PDG, the unit will be properly secured and stored at 1168 North Main Street, Bowling Green, OH 43402 (PDG Headquarters).

3. **REGISTRATION:** Handlers of radiation-generating equipment are required to be registered with the Ohio Department of Health. A handler means a facility that receives, possesses, uses, stores, transfers, installs, services, or disposes of sources of radiation, unless possession is solely for the purpose of transportation.

As required, the XRF must be registered with the State of Ohio per Ohio Administrative Code 3701.1-38-03(C) ..every facility that proposes to handle radiation-generating equipment shall apply for a registration **at least thirty days prior** to handling the equipment. Registration is required for dental, medical, therapeutic, and non-medical radiation-generating equipment. **Registration certificates are not transferrable.** If a facility is sold or otherwise transferred to another person after a certificate of registration has been issued, the new handler is required to apply for and receive a new registration certificate for the radiation-generating equipment.

As required by the Grantee/County, PDG will register the XRF Analyzer with ODH through its ODH Gateway and under PDG Consultant's ODH Gateway User Account.

Should relationship with PDG be terminated, the Grantee/County will create its own ODH Gateway User Account and complete a new registration as required by law prior to PDG's return of the equipment to Grantee/County (within 30 days). PDG will be required to return the equipment to appropriately licensed Grantee/County personnel and the County's safe storage location.

4. **USE OF XRF ANALYZER:** In accordance with its Scope of Work under its professional services agreement with the County, PDG will use the XRF Analyzer to perform thorough and accurate lead-based paint risk assessments for identified CHIP private rehabilitation and home repair activities and use results of such assessments to prepare lead-based paint abatement/lead hazard control work specifications.

PDG agrees that the only staff/personnel using the XRF Analyzer will be licensed lead-based paint Personnel/Supervisors as required by the CHIP-LAP Program.

PDG will use the XRF Analyzer for the Auglaize County Community Housing Impact & Preservation (CHIP) program activities within the Auglaize County CHIP Service Area; and, PDG will also be allowed to use said same XRF Analyzer to perform thorough and accurate lead-based paint risk assessments for identified CHIP private rehabilitation and home repair activities as required by other CHIP-eligible jurisdictions (CHIP Service Areas) for which PDG may be under contract.

As required by the Grantee/County and when the XRF is in PDG's possession, Grantee/County may request that the equipment be made available for use by appropriate/licensed County staff, as needed. Such requests to be in writing, specifying the

estimated time frame that the grantee/county plans to use/need the equipment so an agreeable schedule can be arranged. PDG agrees it is responsible for the use, transport, maintenance, and storage of the equipment when in its possession.

5. **INSURANCE/LIABILITY:** PDG agrees to maintain appropriate liability insurance for its use of the XRF Analyzer when in the possession of PDG.

C. PROJECT IMPLEMENTATION

Auglaize County, as Grantee, has contracted with Poggemeyer Design Group, A Kleinfelder Company, to apply for and use grant funding through the ODOD/ODH CHIP-LAP for purchase of an XRF Analyzer and additionally to use supplemental grant funds for lead hazard reduction work in conjunction with its PY2020 and PY2022 Community Housing Impact & Preservation (CHIP) programs.

Both Grantee/County and PDG agree that the XRF Analyzer be used only for CHIP Private Rehabilitation and Home Repair activities throughout the Auglaize County CHIP Service Area and throughout any other CHIP Service Areas where PDG is contracted to perform lead-based paint abatement risk assessments for CHIP Private Rehabilitation and Home Repair activities.

Should there be need or cause for reimbursement or contribution of funds to or in support of the CHIP-LAP Program, it will be in accordance with ODOD requirements and applicable State of Ohio and Auglaize County governing laws, regulations, and/or procedures. Any such reimbursement/contribution shall be outlined in separate and mutually agreed upon written agreement in accordance with current governing laws and regulations; in no way does this MOU provide such right or authority. This MOU shall be governed by and in accordance with the laws of the State of Ohio.

II. DURATION

This MOU will be in effect for the entire CHIP-LAP Grant period, through April 30, 2024; unless extended by ODOD/OCD. If extended by ODOD/OCD, then this MOU will automatically be extended to coincide with the ODOD/OCD grant deadline. Prior to such time, the County may consult with the other signatories to reconsider the terms of the MOU and amend it in accordance with Stipulation IV below.

III. MONITORING AND REPORTING

As required by ODOD and/or ODH and following the execution of this MOU until it expires or is terminated, the County and/or PDG, its CHIP consultant, shall provide appropriate documentation or other summary reports detailing work undertaken with grant funds. Such documentation/reports may include evidence of procurement and payment for the XRF Analyzer; tracking which properties received CHIP-LAP funds for lead-based paint abatement/lead hazard control work and related costs; any status reports as may be required by ODOD for grant funds; evidence of proper use and storage of the XRF Analyzer; any scheduling changes proposed for use of XRF Analyzer between County and PDG; and any problems encountered or any disputes/objections received regarding efforts to carry out the terms of this MOU.

IV. AMENDMENTS

This MOU may be amended or modified at any time when such an amendment or modification is agreed to in writing by mutual consent of all signatories. The amendment will be effective on the date signed by all the signatories.

V. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the parties as a result of the terms of this MOU. The terms and conditions of the professional services agreement between PDG and the County shall supersede and preempt any conflicting provision of this MOU.

VI. ASSIGNMENT

Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be reasonably withheld.

VII. TERMINATION

Given the complexities of the CHIP-LAP, Auglaize County and PDG agree that termination should only be considered in coordination with the end of the Community Housing Impact & Preservation (CHIP) program period and/or with 45-60 days notification of intent to terminate. However, if any signatory to this MOU determines that its terms will not or cannot be carried out, that party shall immediately consult with the others to attempt to develop an amendment per Stipulation IV, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOU upon written notification to the other signatories with time frame noted above (45-60 days).

This MOU may be canceled by either party with advance written notice as stated above, with the exception where cause for cancelation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be canceled upon delivery of written notice to the other party.

This MOU constitutes the entire understanding of both Auglaize County and PDG pertaining to all matters contemplated herein at this time. The signatories desire or intend that any implementing contract or other agreement entered between the parties subsequent hereto shall supersede and preempt any conflicting provision of this MOU whether written or oral. Execution of this MOU by the County and Poggemeyer Design Group, A Kleinfelder Company, and implementation of its terms evidence that the County and PDG shall work together in a cooperative and coordinated effort to achieve the goals and objectives of the CHIP-LAP Program.

IN WITNESS WHEREOF, the parties have hereby caused this Memorandum of Understanding to be executed.

SIGNATORIES

Board of County Commissioners, Auglaize County, Ohio

David Bambauer
David Bambauer, President

10/13/22
Date

Douglas A. Spencer
Douglas A. Spencer

10/13/22
Date

John N. Bergman
John N. Bergman

10-13-22
Date

Poggemeyer Design Group, A Kleinfelder Company

Lauren O. Falcone
Lauren O. Falcone, Department Manager

10/11/2022
Date

Scott S. Schroeder
Scott S. Schroeder, Area Manager

10/11/2022
Date

Approved as to legal form.

Signature

Date

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED FOR THE AUGLAIZE COUNTY BOARD OF DD FUND.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of October, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 4, 2022, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2022 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, Todd R. Busse, Director of Business & Finance for the Auglaize County Board of Developmental Disabilities has requested an adjustment to the Annual Appropriation with moneys that were certified and unappropriated in the Board of DD Fund (019) budget.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize an amendment to the 2022 Annual Appropriation for Board of DD Fund appropriation as follows:

**Increase 019.0019.510202 (Refund 125) by \$135,796.51;
Increase 019.0019.510201 (Medicare Tax) by \$1,970.00.**

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

Adopted this
13th day of
October, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: County Auditor
- Board of DD
- County Administrator

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 13th day of October, 2022.

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 No.</u>	<u>Amount</u>	<u>Vendor</u>
464817	19630.00	STATUS SOLUTIONS LLC

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

Adopted this
13th day
October, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

✓ cc: County Auditor