

## Minutes for Thursday, August 7, 2014

Mr. Schroeder moved to approved the contract for home sewage treatment system Improvements with Liebrecht Excavating LLC for property located at 316 Sugar Ridge, Gilboa.

Mr. Love seconded the motion.

Vote: Mr. Love yes      Mr. Jerwers absent      Mr. Schroeder yes

Comm. Jrl. 105, Pages 437, 438, 439

Mr. Love moved the adoption of the following Resolution:

**WHEREAS**, According to the Revised Code of Ohio, Section 955.14 if in any year there is not sufficient money in the dog and kennel fund, after paying the expense of the administration, to pay the claims allowed for livestock injured or destroyed, by dogs, the Board of County Commissioners may increase dog and kennel registration fees in the county. The amount of the fees must not exceed an amount that the board, in its discretion, estimates is needed to pay all expenses for the administration of the Dog Law and to pay claims allowed for animals, fowl, or poultry injured or destroyed by dogs. Such a resolution must be adopted not earlier than February 1 and not later than August 31 of any year and must apply to the registration period commencing on December 1 of the current year and ending on January 31 of the following year, unless the period is extended as authorized under the bill. Any increase in fees adopted must be in the ratios of \$2.00 for a dog registration fee and \$10.00 for a kennel registration fee.

now therefore, be it

**RESOLVED**, that the fees for dog licenses and kennel fees will be as follows:

Dog Licenses - \$16.00

Kennel Fees - \$80.00

(These are the same prices as the 2014 prices)

and be it further

**RESOLVED**, House Bill 59 was approved allowing dog owners to purchase a three year dog license at three times the cost of one year or a permanent dog license at a cost of ten (10) times the cost of one year. Kennel fees are not included in this.

3-Year Dog License - \$48.00

Permanent Dog License - \$160.00

and be it further

**RESOLVED**, The 3-year dog license or the permanent dog license can only be purchased in December and January of each year.

Mr. Schroeder seconded the motion.

Vote: Mr. Love yes      Mr. Jerwers absent      Mr. Schroeder yes

Comm. Jrl. 105, Page 440

Mr. Love moved that to provide for the unanticipated revenues for the fiscal year ending December 31, 2014, the following sums be and the same are hereby appropriated for the purpose for which expenditures are to be made during the fiscal year as follows:

Fund 120, Office of Public Safety

120 SA8, Unit 306 Salaries.....\$120,000.00

Fund 110, Airport Operations

110 OT, Other Expenses.....\$ 700.00

Fund 133, Moving Ohio Forward  
133 DEM, Demolition Costs.....\$160.00

Mr. Schroeder seconded the motion.

Vote: Mr. Love yes      Mr. Jerwers absent      Mr. Schroeder yes

Comm. Jrl. 105, Page 441

Mr. Love moved that to provide for the unanticipated revenues for the fiscal year ending December 31, 2014, the following sums be and the same are hereby appropriated for the purpose for which expenditures are to be made during the fiscal year as follows:

Fund 119, GHS DVI TASK

119 SA, Salaries.....\$ 5,000.00

119 FR, Fringes.....\$ 1,000.00

Mr. Schroeder seconded the motion.

Vote: Mr. Love yes      Mr. Jerwers absent      Mr. Schroeder yes

Comm. Jrl. 105, Page 442

Mr. Love moved that the following appropriation modification be made for the year ending December 31, 2014.

For Commissioners

From.....15 A 15A, Advances Out....to..4 A 2, Comp. of Janitors.....\$ 36,000.00

Mr. Schroeder seconded the motion.

Vote: Mr. Love yes      Mr. Jerwers absent      Mr. Schroeder yes

Comm. Jrl. 105, Page 443

**Purchase orders and travel requests.....**

**Airport Operations.....**Gasoline Equipment, fuel pump maint. parts \$780.00;

**Dog and Kennel.....**Travel for Mike Schroth to attend N.W. Ohio Dog Warden meeting Aug. 12 at Erie County, no cost listed;

**Moving Ohio Forward.....**Go Green, demolition 225 Truax Rd., Cloverdale \$5,720.00;  
H & H Environmental, asbestos removal, 115 Truax Rd., Cloverdale \$1,625.00;

**Office of Public Safety.....**Bound Tree Medical, 6 AEDS, \$3,700.00; blanket P.O. for ambulette fuel \$4,000.00;

**Solid Waste Dist. Disposal Fees....**Schimmoller Construction, extra concrete adjacent to drain at Ag Complex \$1,000.00;

Mr. Love moved to approve the purchase orders and travel requests.

Mr. Schroeder seconded the motion

Vote: Mr. Love yes      Mr. Jerwers absent      Mr. Schroeder yes

Exceptions: Mr. Love none      Mr. Jerwers n/a      Mr. Schroeder none

**8:30 a.m.**

Mr. Love moved to begin the morning business session.

Mr. Schroeder seconded the motion.

Vote: Mr. Love yes      Mr. Jerwers absent      Mr. Schroeder yes

**8:30 a.m.**

Jerry Miller met with commissioners Schroeder and Love regarding the tornado at Cloverdale last year. He said the commissioners should do a recognition of thanks for all the assistance from the Cloverdale Task Force, Mayor Judd Spencer and Susie Knippen. The clerk said maybe a proclamation. Mr. Love said he will be in Cloverdale tonight for village council meeting and will get all the names. Mr. Miller also wanted to know how recycling is going, and commissioners said over 60% of county is recycling. Mr. Love explained the recycling operation and said cash assistance people are working at the recycling center.

**10:00 a.m.**

Agenda was held. Present were commissioners Schroeder and Love; Betty Schroeder, clerk and Nancy Kline, Putnam County Sentinel.

**10:30 a.m. – 11:55 a.m**

Grants/wage coordinator Cindy Landwehr met with commissioners Schroeder and Love; prosecutor Gary Lammers, and three representatives of WSOS, Tiffany Shaver, Terry Jacobs and Ruth Ann House and explained about Susan Meyer's home that she feels was damaged by work by Dilly Door.

Cindy said Susan comprised list of damages totaling \$70,221.00. She said there is excessive moisture in basement. Pictures showed water on the floor and moisture in the walls Cindy said. She thinks the problem is the drainage tile not working because not put in properly. Pictures were viewed.

The prosecutor asked when rehab got completed and Cindy said January 2011, this is when final paperwork was signed off. He asked when she first came in, she had been in contact with Dave Sarty (for record does not work for them anymore, different position as of March of this year) Cindy said about a month after finished and Dave had been in contact, she was in here in October. WSOS problems first several months. Sarty was rehab specialist. He was inspector and project manager. Dave did the specs. Mr. Jacobs said. Feb. 2012. First documented complaint Cindy said was Feb. 2012. Final was done in January 2011, so past one year warranty period. Cindy said he had a picture that was dated a month after paper was signed. Jan. 20, 2011 Cindy showed picture that shows crack in wall. Vince asked how determine specs, Tiffany said when go into initial inspection, any deficiencies to Residential Rehab Standard. Vince said his specs would have been concrete wall. Mr. Jacobs said concrete certain level and then block. He added though specs not as strong as would have seen and we admit that, how do we know..If would have fail. He said will never know unless investigate what was done, if put clay there forces stone, huge difference. 18" of stone would compress

the stone. Gary Hermiller said he was down 40 inches. Gary said no wash stone down 50 inches. Mr. Jacobs said feels DDC liable and subcontractor. Gary asked if inspected? Mr. Jacobs said happened over week end, so within 2-3 days, no notification..... Tiffany agreed. Stone come up 18 inches and then top soil. Took the contractor's word. Tiffany said wouldn't have any reason to disbelieve the contractor. They have not done any business with DDC since this, they are barred at this point. Punch list, , Dave called DDC filled the cracks, and never took care of problem after that. Mr. Jacobs said we did what we were suppose to do. They patched it and didn't fix it. Vince said a big part of this is drainage in bottom. Sue feels put in wrong. She feels tile not installed properly and not working now and causing all these problems. Vince said they put in and not inspected. Vince said pipe should have nylon installed. Tiffany said need to have to have someone dig down. Tiffany said went to inspection, and she said she had two pieces of paneling off, I beams for her to say it was buckling due to this, in all due respect a stretch. She said I beams there before. Mr. Jacobs said deterioration not within the past year, someone went in there trying to brace it. One wall part of project, but cracked in first month. Mr. Jacobs said go to arbitration if can't reach agreement. Arbitrator comes in and decides, this is policy procedure of program.

Gary asked about dispute resolution, and he said was not signed...not responsibility of WSOS. He said Putnam County is only county that we don't do spec approvals, he said the county approves the specs. He said Putnam County takes \$17,000.00, other counties take \$2,000.00. They get the specs approved.

He said the county and the homeowner approve the specs. We don't know the contractor followed the specs. Gary said how do you enforce when homeowner did not sign. He said there was a finding this year by OCD. Mr. Jacobs said we meet with Cindy periodically , he said there is a lot to it. He said dispute resolution form is to be signed at the beginning. Tiffany said all of our communities, the other request draws and cut checks, we handle everything else, spec approval, marketing, contractors, closing, awarding of contracts. Mr. Jacobs said still follow policies and procedures. He added we have a checklist before project starts. Vince said no one here is qualified to approve specs. Vince asked another process that we don't have to approve specs, man said we would still need to follow Policy and Procedures, dispute and then arbitration. Mr. Jacobs said not professional engineer, asked about skills who wrote specs, wrote specs but not professional engineers. Cindy said homeowner responsible, she doesn't have funds to do that. Prosecutor said probably 1-2 thousand to get started. Prosecutor explained arbitration process. Gary said not aware that the arbitrator goes to inspect site. Mr. Jacobs said DDC going to say did it right, will provide receipt that stone was delivered. Vince asked if sewer pipe put in later, Cindy said replaced after wall was done. Mr. Jacobs said don't know the order. Mr. Jacobs said new estimate. Last time met scheduled to meet with Susan, when we went there, first time took me there was to see bedroom windows blowing and cold that day, she said those windows leak. He said Susan said you have to come on a windy day, and he could feel no wind. He said they never got to back wall, she showed him everything but the wall. So if we come to fix the

wall today, would you be satisfied and she said I want everything fixed. Now a bill for over \$70,000.00. Gary said she would have to show that the damage is connected. Tiffany said about arbitration, Mr. Jacobs said arbitration is between DDC. Gary said don't know if they will participate, Prosecutor said not a court action. He said we can get the state involved. Gary said they showed up once and said not responsible. Mr. Jacobs said don't know what answer is maybe get state involved. He recommends go to arbitration then if refuse then go to state and see what to do. Gary asked if property owner can't pay who pays? Mr. Jacobs said if all responsible fell on inspector, we would not need a one year warranty. State provides communities to provide a one year warranty.

Susan signed terms and conditions of contractor. Vince asked about one year warranty-according to specs or mean wall wont fail, man said go back and correct problem. Vince said does it guarantee his work or wont fail, and he said guarantees his work. Man said nobody in this room can say the contractor did it according to specs. The prosecutor in contractors terms and conditions ..if efforts can't be matter to governing body of grantee, so county commissioners for final resolution. Prosecutor said does not make any sense. Tiffany read Policy and Procedures, but contractors doesn't say anything about arbitration. Contract refers to contractors terms and conditions.

11:35 a.m. Mr. Love left to go to Kalida to give a speech to retirees.

Tiffany asked if Susan will allow something...Mr. Jacobs said to dig and test spot, camera was \$300; digging was \$700.00; digging up whole wall about \$3,800.

Tiffany said maybe a three foot area could be dug up. Vince said stone will cave in while you are digging, Vince said camera will tell quite a lot, Mr. Jacobs said won't tell you if mud on top. What should we do?. The prosecutor said cost of arbitration our responsibility to sign, so some effort for property owner, feels county should pay arbitration fee. Because our omission we should show good faith, Vince said sounds right. Tiffany before arbitration, how much in compliance with specs.

11:40 a.m. Dan Lehman arrived.

Man said get estimate to dig and see if hit stone 4 feet down...12-18" area. Drill a series of holes. Lady said contractor did it over the week end.

11:43 a.m. Gary Lammers left

Said did over one million dollars of work with Dilly Door. DDC not cooperating with this process. Ms. House asked do you think Susan would be willing for contractor to look at wall. Dan said feels she would be willing. Dan said they put no concrete down and did not rebar it. Dan said knows wall shifted. Do you think stone wasn't backfilled all the way to bottom. Dan said by basement wall. Vince asked when was put in, Dan said wasn't there. Dan said not a whole lot of stone there. Never a big pile of stone there. Dan said she has black mold in her house now. Dan said 40 ft. wall. Dan said would take ton of stone to backfill that wall.

Vince said how about you guys pay for the inspection, and man said...Vince said we will try to work, lady said not off of that bid. Mr. Jacobs said if agree and find not proper backfill then she has a case. Vince said we will take care of arbitration

Fill with No. 6,..delivered 38 tons

Ms. House said let us talk and we will get back with you. Tiffany said have to get reputable contractor, Kenny (Verhoff) and Gary (Hermiller) very respectable, she will allow them.

She said Dilly Door won't send her warranty. Dan feels if fix walls will fix the window problem. He said water/shower doesn't work right. He said Dilly Door did a very poor job for what they did.

Dan said any progress would be greatly appreciated by her.

### **12:20**

Mr. Schroeder left for lunch

### **1:00 p.m.**

Mr. Schroeder moved to resume the business session

Mr. Love seconded the motion

Vote: Mr. Love yes Mr. Jerwers absent Mr. Schroeder yes

### **1:00 p.m. – 1:25 p.m.**

Amy Hoffman with Palmer Energy brought in the electrical contract, final recommendation for electric facilities. Border rate came back 6.06093 per kilowatt hour...0.072...lower than contract had previously. Fairgrounds not included. Kept out because would have brought number up for everyone. 36 month contract, fixed rate. Savings against tariff (utility). Always ask for 12, 24 and 36 months. She said a lot of counties have signed with Border, they are the most competitive. She said did not include fairgrounds, did a study at Palmer Energy, will share with Suzanne at CCAO. She said findings are nothing positive. She said would price it out separately, and don't know if anybody will. We did research and need to talk to CCAO and then get back with commissioners.

She will get back with us. Will be on one bill. Will start in September.

Chairman Schroeder signed the contract.

Contract recorded in Comm. Jrl. 105, Pages 444-449

Vince talked to Amy about fairgrounds and Amy said she will call Peg Kruse, secretary at the fairgrounds and explain the situation.

### **1:30 p.m. – 2:00 p.m.**

Mike and Chuck Bidlack stopped in to meet with commissioners Schroeder and Love regarding the 2 p.m. Hitchcock Ditch hearing.

Troy talked about the possibility of the land. ...All layovers on hold Vince said.

Mike said petition to under Rd. 21, then it was extended. Mike voiced opinion cost will be more than benefit. Said filter strip along the ditch doesn't matter if takes a foot or all of it have to re-do contract. Mike said if widen top of ditch. If don't change parameter at top, then damages don't come into play. \$6,000 per acre is per soil type and had farms sell in area in \$5400 to \$5700 range; He said FSA gave him the dollar amounts. Mike said 20 ft. filter strip, doesn't make difference if take foot more or whole thing, have to pay the cancellation fee.

Asked if had ability to not going to take any real estate, the \$6,000 an acre for land will be deleted. Asked that the letter not be read at the hearing.

**2:00 p.m. – 2:55 p.m.**

The final hearing on the Don Hitchcock #966 as held in the assembly room.

Commissioners Schroeder and Love attended.

Mr. Schroeder moved to go forward with the project

Mr. Love seconded the motion

Vote: Mr. Love yes      Mr. Schroeder yes

Ditch Jrl. 6, Page 2

**4:00 p.m. – 4:20 p.m.**

Dave Brinkman and Ryan Moran stopped in to meet with commissioners Schroeder and Love about damages after the Hitchcock hearing. If engineering can do in schedule and then send bills, we put damages in there, and would receive letter for damages...Have hearing on damages prior to hearing. Dave does not figure damages except ditch layover. ORC does provide if engineer does not have damages can file with us prior to hearing, no decision made by commissioners. Need description of property. Need to go out and see filter strip Ryan said. Upon hearing for damages. Dave said talked to FSA, landowners responsible to go to FSA and say ditch cleaning. Before even consider damages have to measure. Dave said they said they were going to contact Hitchcock and a Chicago attorney. Dave said ask the prosecutor, took it as layover and not the ditch. Dave said ORC Section 6131.17 and 6131.19 Maybe send letter, everyone loses property, Dave said nobody filed.. filter strips...consider as crops and don't pay. Engineer did not put any damages down in estimated assessments.

**4:30 p.m.**

Mr. Schroeder moved to adjourn

Mr. Love seconded the motion

Vote: Mr. Love yes      Mr. Jerwers absent      Mr. Schroeder yes

**7:00 p.m.**

Mr. Love attended the Miller City Village Council meeting

Mr. Schroeder moved that the minutes/discussion notes be approved as read.

Mr. Love seconded the motion and the roll being called upon its adoption, the vote resulted as follows: Mr. Love yes      Mr. Schroeder yes