

**IN THE MATTER OF AUTHORIZING CHANGE ORDER #3 TO THE CONTRACT WITH BRIAN BROS. PAINTING & RESOTRATION FOR PROFESSIONAL SERVICES FOR THE PAINTING PORTION OF THE AUGLAIZE COUNTY COURTHOUSE RENOVATION PROJECT; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AMENDMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of April, 2012.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on February 17, 2011, in Resolution #11-071, the Board of County Commissioners executed a contract with Brian Brothers Painting and Restoration LLC - paint restoration portion for the Auglaize County Courthouse Renovation Project. Brian Brothers Painting and Restoration has stated in the contract that the base amount for the paint restoration portion of the Courthouse Renovation Project is \$463,500.00; Change Order #1 is \$26,400.00, Change Order #2 is \$10,250.00; and,

**WHEREAS**, to furnish and install all necessary labor and material to repair 23 holes that will require multiple applications of materials and attempts to replicate the border designs.

**WHEREAS**, the total increase for the changes stated above for Change Order #3 is \$4,500.00; and

**WHEREAS**, the Board of County Commissioners has agreed to this increase; and,

**WHEREAS**, a Change Order #3 has been prepared by Brian Brothers Painting & Restoration LLC reflecting above mentioned fee increase; same is to be executed by the President of the Board.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Change Order #3 for the contract with Brian Brothers Painting and Restoration, LLC for the paint restoration portion of the Court House Renovation Project; and,

**BE IT FURTHER RESOLVED** that President of the Board is hereby authorized to execute said Change Order #3 as presented by Brian Brothers Painting and Restoration, LLC, thereby increasing said contract by \$4,500.00 to a total of \$504,650.00.

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

Adopted this  
5th day of  
April, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes  
Douglas A. Spencer

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John N. Bergman

cc: Brian Brothers Painting & Restoration, LLC  
Garman/Miller

# AIA Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> Renovations to the Auglaize County Courtthouse	<b>CHANGE ORDER NUMBER:</b> 003 <b>DATE:</b> March 28, 2012	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Brian Brothers Painting & Restoration, LLC 4808 W. Versailles Road Piqua, Ohio 45356	<b>ARCHITECT'S PROJECT NUMBER:</b> 10015.0 <b>CONTRACT DATE:</b> February 24, 2011 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1.) Furnish and install all necessary labor and material to repair 23 holes that will require multiple applications of materials and attempts to replicate the border designs. Add \$4,500.00

**TOTAL CHANGE:** \$4,500.00

(Remaining Paint Restoration Contingency Allowance - \$0.00)

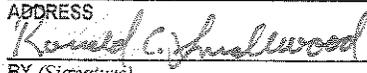
The original Contract Sum was	\$	463,500.00
The net change by previously authorized Change Orders	\$	36,650.00
The Contract Sum prior to this Change Order was	\$	500,150.00
The Contract Sum will be increased by this Change Order in the amount of	\$	4,500.00
The new Contract Sum including this Change Order will be	\$	504,650.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 27, 2012.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Garmann-Miller & Associates, Inc.	Brian Brothers Painting & Restoration, LLC	Auglaize County Commissioners
<b>ARCHITECT (Firm name)</b>	<b>CONTRACTOR (Firm name)</b>	<b>OWNER (Firm name)</b>
38 S. Lincoln Drive, P.O. Box 71, Minster, Ohio 45865	4808 W. Versailles Road Piqua, Ohio 45356	209 S. Blackhoof- Room 201, Wapakoneta, Ohio 45895
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
		
<b>BY (Signature)</b>	<b>BY (Signature)</b>	<b>BY (Signature)</b>
<b>Ronald C. Smallwood</b>	<b>Brian Toopes</b>	<b>Douglas A. Spencer</b>
<b>(Typed name)</b>	<b>(Typed name)</b>	<b>(Typed name) BOCC President</b>
<b>3/28/12</b>	<b>3-28-12</b>	<b>4-5-2012</b>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF A ADMINISTRATIVE (SUBRECIPIENT) AGREEMENT WITH THE CITY OF WAPAKONETA FOR THE F.Y. 2011 COMMUNITY DEVELOPMENT BLOCK GRANT FORMULA PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of April, 2012.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on behalf of the City of Wapakoneta, the Board of County Commissioners made application and was awarded funding in the amount of \$32,300.00 for construction costs through the State of Ohio F.Y. 2011 Community Development Block Grant Formula Program; and,

**WHEREAS**, it is necessary for the Board and the City to enter into a administrative (subrecipient) agreement for this grant program whereby the City assumes administrative and regulatory obligations for the City's CDBG projects; and,

**WHEREAS**, there are specified administrative functions required of the County for administering the City's allocation and, as such, the County shall receive the sum of \$5,700.00 of the city's administrative allocation.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the execution of the administrative (subrecipient) agreement with the City of Wapakoneta for the F.Y. 2011 CDBG Formula Program.

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

Adopted this  
5th day of  
April, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

- cc. City of Wapakoneta - Mayor Rodney Metz
- ✓ City of Wapakoneta - Mary Ruck (agreement)
- ✓ Co. Administrator - Michael Hensley
- ✓ Poggemeyer Design Group, Inc. - Dianne Guenther

**FY2011 CDBG ADMINISTRATIVE AGREEMENT  
BETWEEN AUGLAIZE COUNTY AND  
THE CITY OF WAPAKONETA, OHIO**

This Agreement entered into as of this 5<sup>th</sup> day of April, 2012, by and between the Board of County Commissioners, Auglaize County, Ohio (hereinafter referred to as "County") and the City of Wapakoneta, Ohio (hereinafter referred to as "City").

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, Auglaize County has applied for and received a FY2011 Community Development Block Grant (CDBG) from the Ohio Department of Development for certain community development activities; and

WHEREAS, the City of Wapakoneta has agreed with the County for the purpose of making application for FY2011 Community Development Block Grant Program Funds; and

WHEREAS, included in said application, or provided for in subsequent amendments to said application, is the activity entitled "City of Wapakoneta Demolition Program," which allows for a multi-phase street project;

WHEREAS, it is necessary that the County and the City of Wapakoneta enter into an Agreement for the implementation of said activity or activities:

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Scope of Service.** The City hereby agrees to utilize funds made available under the CDBG program for the purpose of implementing the above-mentioned activity as described in Attachment I - Statement of Work, which is attached hereto and made a part hereof as if fully rewritten. Changes in Attachment I - Statement of Work may be requested from time to time by either the County or the City and shall be incorporated in written amendments to this Agreement. The City certifies that the Community Development program provided for herein gives maximum feasible priority to activities which benefit low or moderate income families or aid in the prevention or elimination of slums and blight. The statement of work shall include a description of work to be performed, a schedule for completing work, and a budget.
2. **Time of Performance.** This Agreement shall take effect as of September 1, 2011 through to and including February 28, 2013. **All construction work must be completed by December 1, 2012.**
3. **Compensation.** The County shall compensate the City for all expenditures made in accordance with the schedule set forth in Attachment II - Work Program Budget, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this Agreement for a 'not to exceed' figure of \$38,000 inclusive of activity delivery costs. Fifteen percent (15%) of this allocation (\$5,700) will be used for administrative and implementation costs associated with this project, leaving \$32,300 for construction costs. The County will retain \$5,700 or fifteen percent (15%) of the allocation as allowed by Ohio Department of Development policy for its administrative costs associated with this activity. In no event are payments to be financed by funds other than the funds granted by the State of Ohio for the CDBG Program.
4. **Method of Payment.** The County shall reimburse the City a maximum of \$32,300 based on a detailed statement of expense which shall be submitted to the County following completion of the activity or activities and submittal of all required CDBG documents to the County by December 1, 2012.

5. **Program Income.** All income received from Block Grant funded activities shall be considered program income and subject to CDBG regulations and the Office of Community Development policies and guidelines.
6. **Reports and Records.** The City shall submit the necessary records and supporting documents to the County in accordance with the State of Ohio Department of Development Office of Community Development policies and regulations.

The City shall also provide to the State of Ohio Department of Development and/or the County at its request statistical and narrative reports or other statements, records, dates and information on the activities performed pursuant to this Agreement. The County and the State of Ohio Department of Development shall have access at any time during normal business hours to all books, accounts, records, reports, files, and other property of the City pertaining to funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts. The City shall provide necessary information and periodic reports as required by Section 7 of this Agreement. All data, information and reports generated as a result of this Agreement are the property of the Auglaize County Board of Commissioners and may not be used, reproduced, or released without the Board's permission and consent.

7. **Equal Opportunity.** The City agrees to comply with:
  - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1 that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance by way of grant, loan or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of federal financial assistance extended to the City, this assurance shall obligate the City, or in the case of any transfer of such property or structure is used for a purpose of which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
  - B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Housing and Community Development Acts of 1974 and 1977, and the Fair Housing Amendment Act of 1988 will administer all program and activities relating to housing and community development in a manner to affirmatively further fair housing throughout the United States.
  - C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of HUD (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with the community development funds.
  - D. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with federal financial assistance.
  - E. Executive Order 11246, as amended, requiring non-discrimination and affirmative action to assure non-discrimination in employment by Government Contractors and Subcontractors and under federally assisted construction Contracts.
  - F. Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

1. The work to be performed under this contract is on a project assisted under a program providing CDBG financial assistance from the State of Ohio Department of Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) that opportunities for training and employment be given to lower income residents of the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  3. The Contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and order of the Department issued thereunder prior to the execution of the contract, shall be a condition of CDBG financial assistance provided to the project, finding upon the applicant or recipient, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which CDBG assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- G. Auglaize County Board of Commissioners Resolution dated August 6, 1991, adopting and expanded program for Equal Opportunity in all activities funded by or through the Board of Auglaize County Commissioners.

Specific provisions or exclusions which pertain to equal opportunity compliance are in Attachment III - Equal Opportunity Requirements which is attached hereto and made a part hereof as if fully rewritten.

8. **Contracting.** All work services covered by this Agreement which are contracted by the City shall be specified by written contract and subject to all provisions of this Agreement. All contracts must be approved by the County.
9. **Interest of Certain Federal Officials.** No member of or Delegate to the Congress of the United States, and no Resident Commissioners, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

10. **Interest of Members, Officers, or Employees of the City, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.
11. **Hatch Act.** The City agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15 of the United States Code.
12. **Labor Standards Provisions.** The City agrees to comply with Section 570.605 Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions, and made part hereof as if fully rewritten.
13. **Compliance with Environmental Requirements.** The City agrees to comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities set forth in Attachment I - Statement of Work. The County agrees to assume responsibility for preparing Environmental Assessments and Environmental Impact Statements as required.
14. **Compliance with Flood Disaster Protection Act.** This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition of construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 46 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land is not itself funded with assistance provided under this Agreement.

15. **Compliance with Air and Water Acts.** This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the City shall cause or require to be inserted in all contracts and subcontracts with respect to any non-exempt transactions thereunder funded with assistance provided under this Agreement, the following requirements:

- A. A stipulation by the Contractor or Subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1958c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- D. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph A through D of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

- 16. **Historic Preservation.** This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Services of the U.S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property. *(Note: The City of Wapakoneta contains the Wapakoneta Commercial Historic District, which is listed on the National Register of Historic Places, as well as other individually listed sites.)*
- 17. **Architectural Barriers.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with Community Development Block Grant funds must comply with the requirements of the American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped. Number A-117, 1-R 1971, subject to the exception contained in 41 CFR Subpart 101-19, 604, and any amendments and updates thereto.
- 18. **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) and the Lead-Based Paint Regulations (24 CFR Part 35). The use of lead-based paint is prohibited whenever Community Development Block Grant funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with Block Grant funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.
- 19. **Acquisition and Relocation.** The City agrees to comply with the relocation requirements of Title II and the acquisition requirement of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementation regulations in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. **The City agrees to comply with the County's process established under the Antidisplacement and Relocation Plan.**

20. **Property Disposition.** Real or personal property purchased in whole or in part with Block Grant funds shall not be disposed through sale, or change use or location without the written permission of the County. The proceeds from the disposition of real property shall be considered program income and subject to OCD Program Income Guidelines.
21. **Lobbying.** Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local governments.
22. **Termination.** The County may terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part, and may recover any Block Grant funds at its discretion if the City:
  - A. Violates any provision of this Agreement; or
  - B. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
  - C. Violates any applicable regulations or terms and conditions of approval of the application which the Secretary of HUD issued or shall subsequently issue during the period of this Agreement; or
  - D. Fails to complete performance in a timely manner.

The County may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving the City thirty (30) days written notice, in the event that the State of Ohio Department of Development shall:

- A. Withdraw funds allocated to the County under its application for programs activities which substantially prevent performance of the community development program in the County or the City.
  - B. Terminate the County's funding allocation pursuant to an Act of Congress; or
  - C. Fail to approve a grant application filed by the County.
23. **Compliance with General Requirements.** The City shall comply with all applicable provisions of the Act, rules, regulations, and guidelines promulgated by the Secretary of Department of Housing and Urban Development, and all applicable requirements imposed by HUD concerning special requirements as outlined in 24 CFR Part 85.
  24. **Non-expendable Personal/Real Property.** Title to real property acquired with CDBG funds shall vest in the recipient subject to the condition that the recipient shall use the real property for the authorized purpose of the project for a minimum of five (5) years, except that the time period is only for two (2) years, if the amount of the CDBG assistance is less than \$25,000 (Twenty-five Thousand Dollars). Property management standard shall comply with 24 CFR Part 85.31. The time period referred to in the Section begins on the day after this Agreement expires including amended dates. Should the City discontinue to use the property for its authorized use, the property will revert back to the County. During that time period, the recipient may either:
    - A. Continue to use the property for the originally intended use;
    - B. Change the use to another purpose which qualifies as meeting one of the three national objectives of the program after providing affected citizens with reasonable notice of, and

opportunity to comment on the proposed change, and upon written permission from the County; or

- C. Dispose of the property for a use which does not meet one of the three national objectives, after consulting with affected citizens with reasonable notice of, and opportunity to comment on the proposed change, and upon written permission from the County; or

If C is chosen, disposition must be at full current market value. The portion and disposition proceeds that equals the CDBG percentage in the acquisition or improvement cost of the property will be included as CDBG program income and be subject to Section 5 of this Agreement.

- 25. **Financial Management.** Recipient standards for financial management shall comply with the State of Ohio Department of Development Office of Community Development (OCD) standards. The City shall submit the necessary records and supporting source documentation to the County to be maintained in a centralized filing system. **Invoices, purchase orders, vouchers, copies of canceled checks, and payroll/time sheets must be maintained by the County in one central location.**
- 26. **Procurement of Architectural/Engineering (A/E) Professional Services.** Subgrantees may utilize competitive negotiation procedures for procurement of A/E services, whereby competitor=s qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Procurement must comply with 24 CFR Part 85.36.
- 27. **Conditions for Religious Organizations.** In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations therefore apply to the use of CDBG funds.
  - 1. CDBG funds may not be used for the acquisition of property or the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures to be used for religious purposes or which will otherwise promote religious interests. This limitation included the acquisition of property for ownership by primarily religious entities and the construction or rehabilitation (including historic preservation, and removal of architectural barriers) of structures owned by such entities (except as permitted under paragraph [2] of this section with respect to rehabilitation and under paragraph [4] of this section with respect to repair undertaken in connection with public services) regardless of the use to be made of the property or structure. Property owned by primarily religious entities may be acquired with CDBG funds at no more than fair market value for a non-religious use.
  - 2. CDBG funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose under the following conditions:
    - i. The building (or portion thereof) that is to be improved with the CDBG assistance has been leased to an existing or newly established wholly secular entity (which may be an entity established by the religious entity);
    - ii. The CDBG assistance is provided to the lessee (and not the lessor) to make the improvements;
    - iii. The leased premises will be used exclusively for secular purposes available to persons regardless of religion;

- iv. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made;
- v. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor;
- vi. The lessor enters into a binding agreement that unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements;
- vii. The lessee must remit the amount received from the lessor under subparagraph (2) (vi) of this section to the recipient from which the CDBG funds were derived.

The lessee can also enter into a management contract authorizing the lessor religious entity to use the building for its intended secular purpose, e.g., homeless shelter, provision of public services. In such case, the religious entity must agree in the management contract to carry out the secular purpose in a manner free from religious influences in accordance with the principles set forth in paragraph (3) of this section.

- 3. As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient from which the CDBG funds are derived that, in connection with the provision of such services:
  - i. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
  - ii. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
  - iii. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
  - iv. The portion of a facility used to provide the public services shall contain no religious symbols or decorations, other than those permanently affixed to or part of the structure.
- 4. Where the public service provided under paragraph (3) of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where

the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

**Note:** No engineering shall be conducted on any project until after the project has been processed through all Environmental Review procedures.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date first above written.

AUGLAIZE COUNTY BOARD OF COMMISSIONERS

Cochran Keffel  
Attest

Michael K. Hendry, Co Administrator  
Attest

Douglas A. Spencer  
Douglas A. Spencer, President

Don Regula  
Don Regula

John N. Bergman  
John N. Bergman

CITY OF WAPAKONETA

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Rodney Metz, Mayor

\_\_\_\_\_  
Attest

**ATTACHMENT I  
TO ADMINISTRATIVE AGREEMENT BETWEEN AUGLAIZE COUNTY, OHIO  
AND THE CITY OF WAPAKONETA, OHIO**

**Statement of Work:**

**Project Location: City of Wapakoneta: Demolition Program**

**Activity: Clearance Activities**

After noting the impact on the community using regional Neighborhood Stabilization Program (NSP1) funds from the Ohio Department of Development, the City of Wapakoneta wishes to use its CDBG Formula Allocation and Mandatory RLF Spend-down to continue its demolition program to remove unsafe and blighting influences in the community. The project will involve the demolition and removal of vacant, unsafe, dilapidated structures within the city limits. A list of potential demolition sites is listed on the attached Spot Slum and Blight Certification. Additional structures will be identified and demolished as funds permit.

Based on estimates provided by the City's Engineering Department, the cost of demolition for residential structures averages \$4/SF. This provides a range of estimates from \$4,000 to \$13,000 based on the total square footage of structure. Costs may be higher after asbestos testing and possible asbestos abatement. The City is proposing to demolish a minimum of eight (8) structures under the FY2011 program.

The City understands the structures are to be vacant for at least three (3) months per OHCP Policy. It will conduct Building Condition Surveys and issue Spot Slum and Blight Certifications to confirm these structures are detrimental to the public health and safety. The Certifications and Surveys will be kept on file for monitoring by the Office of Housing and Community Partnerships (OHCP). The City also understands it must comply with federal Acquisition, Relocation, and Demolition requirements. For residential buildings with values exceeding \$10,000, the City will coordinate with the OHCP Acquisition/Relocation Specialist in completing the documentation for "Procedure for Determining Vacant Occupiable LMI Units per Barney Frank Amendments." The City of Wapakoneta will also coordinate with the Ohio Historic Preservation Office (OHPO) concerning any structures over 50 years of age.

As this activity is eliminating slum and blight on a spot basis, it meets the National Objective of Elimination of Slums and Blight. Procurement shall be done in spring/summer 2012. All work shall be completed by December 1, 2012.

Procurement shall be done in spring/summer 2012. All work shall be completed by December 1, 2012.

**ATTACHMENT II**  
**TO ADMINISTRATIVE AGREEMENT BETWEEN AUGLAIZE COUNTY, OHIO AND**  
**THE CITY OF WAPAKONETA, OHIO**

**Work Program Budget**

Sites to be demolished at approximately \$4/square foot. Costs may range from \$4,000 to \$13,000 per site.

Approximately six sites are anticipated for demolition. The actual number may vary based on individual project costs and if asbestos abatement is needed after the appropriate testing is performed.

CDBG Costs	\$32,300.00
State Mandated RLF Spend-down	\$38,000.00
<b>Total Activity Costs:</b>	<b>\$70,300.00</b>

**Note:**

The City of Wapakoneta will fund all costs exceeding its CDBG allocation of \$32,300.00.

Auglaize County will retain \$5,700.00 from the \$38,000.00 CDBG grant award for its administrative costs associated with this activity.

**ATTACHMENT III**

\*\*\*\*\*COPY OF TEXT\*\*\*\*\*

County Commissioners Office  
Auglaize County, Ohio  
August 6, 1991

**IN THE MATTER OF ADOPTING AN EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PLAN FOR AUGLAIZE COUNTY.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of August 1991 with the following members present:

Dow Wagner

Norville W. Freymuth

Robert V. Vogel

Mr. Freymuth moved the adoption of the following

**RESOLUTION**

WHEREAS, the Board of County Commissioners is a recipient of several federal and/or state grants; and,

WHEREAS, it is necessary that the Board adopt an Equal Employment Opportunity (EEO) and Affirmative Action Plan on behalf of all County departments and agencies.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby adopt the following EEO/Affirmative Action Plan for Auglaize County:

- I. Auglaize County shall recruit, hire, train and promote all persons without regard to race, color, sex, religion, national origin, marital status, political belief or physical handicap.
- II. Auglaize County shall base all decisions on employment so as to further the principal of equal employment opportunity.
- III. Auglaize County shall ensure that promotion decisions are in accordance with the principal of equal opportunity.
- IV. All personnel actions such as compensation, benefits, transfers, layoffs, returns from layoffs, and education will be administered without regard to race, creed, color, religion, sex, national origin, marital status, political belief or physical handicap.
- V. Auglaize County disapproves of sexual and other harassment of any employee whether it be by a co-worker, a department head, a constituent, or a vendor. It is expected that employees will treat each other with respect for their dignity. Sexual or other harassment, by any employee, could be grounds for immediate termination.
- VI. Any County employee who is subjected to such conduct or observes it is to contact the Board of County Commissioners. The Board shall investigate the matter and take appropriate action. All employees are expected to cooperate with the investigation. Information provided by the individual employee will be treated as confidential and only be provided to those who have the need for the information, or when it is required in the course of investigating the complaint.

VII. Auglaize County welcomes the opportunity to consider any employee suggestions or problems. Every employee is encouraged to speak with his or her department head whenever there is a question or concern. Your department head is the person in the best position to respond quickly and accurately.

and,

BE IT FURTHER RESOLVED that this Resolution be hereby adopted pursuant to federal law.

Mr. Vogel seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this  
6th day of  
August 1991

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

(Signatures on File)

Dow Wagner

Norville W. Freymuth

Robert V. Vogel

cc: Elected Officials and/or Department Heads  
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**IN THE MATTER OF AUTHORIZING THE SECUREMENT OF NOTE FOR THE LOWRY DITCH IMPROVEMENT FROM MINSTER BANK.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of April, 2012.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on March 22, 2012, in Resolution #12-124 the Board of County Commissioners authorized the securement of interest costs for note in the following amount for the balance of money needed to complete the following ditch improvement:

Lowry Ditch project .....\$ 17,883.93;  
and,

**WHEREAS**, the following quotations were received for the above mentioned note:

**For Lowry Ditch Improvement Project:**

- Minster Bank ..... 3.39%**
- First National Bank in New Bremen..... 3.59%;**
- First Financial Bank passed on the bid;**

**WHEREAS**, the quotations was shared with County Auditor Janet Schuler, for her review and recommendation with said recommendation being to award the ditch note to Minster Bank as said bank met the bid requirements for this project.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the securement of an eight year (16 semi-annual installments) note in the amount of \$17,883.93 at the rate of interest of 3.39%, from Minster Bank for the balance of money needed to complete the payment of the Lowry Ditch project.

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

Adopted this  
5th day of  
April, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

cc: County Engineer, County Auditor, Bidders

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF A ADMINISTRATIVE (SUBRECIPIENT) AGREEMENT WITH THE CITY OF ST. MARYS FOR THE F.Y. 2011 COMMUNITY DEVELOPMENT BLOCK GRANT FORMULA PROGRAM.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of April, 2012.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on behalf of the City of St. Marys, the Board of County Commissioners made application and was awarded funding in the amount of \$29,800.00 for activity costs through the State of Ohio F.Y. 2011 Community Development Block Grant Formula Program; and,

**WHEREAS**, it is necessary for the Board and the City to enter into a administrative (subrecipient) agreement for this grant program whereby the City assumes administrative and regulatory obligations for the City's CDBG projects; and,

**WHEREAS**, there are specified administrative functions required of the County for administering the City's allocation and, as such, the County shall receive the sum of \$5,200.00 of the city's administrative allocation.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the execution of the administrative (subrecipient) agreement with the City of St. Marys for the F.Y. 2011 CDBG Formula Program.

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

Adopted this  
5th day of  
April, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yk  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

- cc. City of St. Marys - Mayor Patrick J. McGowan
- ✓ Craig Moeller - City of St. Marys
- ✓ Co. Administrator - Michael Hensley
- ✓ Poggemeyer Design Group, Inc. - Dianne Guenther

**FY2011 CDBG ADMINISTRATIVE AGREEMENT  
BETWEEN AUGLAIZE COUNTY AND  
THE CITY OF ST. MARYS, OHIO**

This Agreement entered into as of this 5<sup>th</sup> day of April, 2012, by and between the Board of County Commissioners, Auglaize County, Ohio (hereinafter referred to as "County") and the City of St. Marys, Ohio (hereinafter referred to as "City").

WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, Auglaize County has applied for and received a FY2011 Community Development Block Grant (CDBG) from the Ohio Department of Development for certain community development activities; and

WHEREAS, the City of St. Marys has agreed with the County for the purpose of making application for FY2011 Community Development Block Grant Program Funds; and

WHEREAS, included in said application, or provided for in subsequent amendments to said application, is the activity or activities entitled "St. Clair/Vine Street Resurfacing Project," whereby the City of St. Marys will reconstruct approximately 605 LF of Vine Street from Canal Street to Weston Street and 295 LF of St. Clair Street from Spring Street to Hager Street for a total of 900 LF of paving.

WHEREAS, it is necessary that the County and the City of St. Marys enter into an Agreement for the implementation of said activity or activities:

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Scope of Service.** The City hereby agrees to utilize funds made available under the CDBG program for the purpose of implementing the above-mentioned activity as described in Attachment I - Statement of Work, which is attached hereto and made a part hereof as if fully rewritten. Changes in Attachment I - Statement of Work may be requested from time to time by either the County or the City and shall be incorporated in written amendments to this Agreement. The City certifies that the Community Development program provided for herein gives maximum feasible priority to activities which benefit low or moderate income families or aid in the prevention or elimination of slums and blight. The statement of work shall include a description of work to be performed, a schedule for completing work, and a budget.
2. **Time of Performance.** This Agreement shall take effect as of September 1, 2011 through to and including February 28, 2013. **All construction work must be completed by December 1, 2012.**
3. **Compensation.** The County shall compensate the City for all expenditures made in accordance with the schedule set forth in Attachment II - Work Program Budget, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this Agreement for a "not to exceed" figure of \$35,000 inclusive of activity delivery costs. Fifteen percent (15%) of this allocation (\$5,200) will be used for administrative and implementation costs associated with this project, leaving \$29,800 for activity costs. The County will retain \$5,200 or fifteen percent (15%) of the allocation as allowed by Ohio Department of Development policy for its administrative costs associated with this activity. In no event are payments to be financed by funds other than the funds granted by the State of Ohio for the CDBG Program.
4. **Method of Payment.** The County shall reimburse the City a maximum of \$29,800 based on a detailed statement of expense which shall be submitted to the County following completion of the activity or activities and submittal of all required CDBG documents to the County by December 1, 2012.

5. **Program Income.** All income received from Block Grant funded activities shall be considered program income and subject to CDBG regulations and the Office of Community Development policies and guidelines.
6. **Reports and Records.** The City shall submit the necessary records and supporting documents to the County in accordance with the State of Ohio Department of Development Office of Community Development (OCD) policies and regulations.

The City shall also provide to the State of Ohio Department of Development and/or the County at its request statistical and narrative reports or other statements, records, dates, and information on the activities performed pursuant to this Agreement. The County and the State of Ohio Department of Development shall have access at any time during normal business hours to all books, accounts, records, reports, files, and other property of the City pertaining to funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The City shall provide necessary information and periodic reports as required by Section 7 of this Agreement. All data, information, and reports generated as a result of this Agreement are the property of the Auglaize County Board of Commissioners and may not be used, reproduced, or released without the Board's permission and consent.

7. **Equal Opportunity.** The City agrees to comply with:
  - A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1 that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of federal financial assistance extended to the City, this assurance shall obligate the City, or in the case of any transfer of such property or structure is used for a purpose of which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
  - B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Housing and Community Development Acts of 1974 and 1977, and the Fair Housing Amendment Act of 1988 will administer all program and activities relating to housing and community development in a manner to affirmatively further fair housing throughout the United States.
  - C. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of HUD (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with the community development funds.
  - D. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with federal financial assistance.
  - E. Executive Order 11246, as amended, requiring non-discrimination and affirmative action to assure non-discrimination in employment by Government Contractors and Subcontractors and under federally assisted construction Contracts.
  - F. Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

1. The work to be performed under this contract is on a project assisted under a program providing CDBG financial assistance from the State of Ohio Department of Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) that opportunities for training and employment be given to lower income residents of the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and order of the Department issued thereunder prior to the execution of the contract, shall be a condition of CDBG financial assistance provided to the project, finding upon the applicant or recipient, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which CDBG assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

- G. Auglaize County Board of Commissioners Resolution dated August 6, 1991, adopting and/or expanding program for Equal Opportunity in all activities funded by or through the Board of Auglaize County Commissioners.

Specific provisions or exclusions which pertain to equal opportunity compliance are in Attachment III - Equal Opportunity Requirements which is attached hereto and made a part hereof as if fully rewritten.

8. **Contracting.** All work services covered by this Agreement which are contracted by the City shall be specified by written contract and subject to all provisions of this Agreement. All contracts must be approved by the County.
9. **Interest of Certain Federal Officials.** No member of or Delegate to the Congress of the United States, and no Resident Commissioners, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
10. **Interest of Members, Officers, or Employees of the Political Subdivision, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the City or its

designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

11. **Hatch Act.** The City agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15 of the United States Code.
12. **Labor Standards Provisions.** The City agrees to comply with Section 570.605 Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions, and made part hereof as if fully rewritten.
13. **Compliance with Environmental Requirements.** The City agrees to comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities set forth in Attachment I - Statement of Work. The County agrees to assume responsibility for preparing Environmental Assessments (and Environmental Impact Statements) as required.
14. **Compliance with Flood Disaster Protection Act.** This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition of construction purposes as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 46 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land is not itself funded with assistance provided under this Agreement.

15. **Compliance with Air and Water Acts.** This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the City shall cause or require to be inserted in all contracts and subcontracts with respect to any non-exempt transactions thereunder funded with assistance provided under this Agreement, the following requirements:

- A. A stipulation by the Contractor or Subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1958c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- D. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph A through D of this section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

- 16. **Historic Preservation.** This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Services of the U.S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.
- 17. **Architectural Barriers.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with Community Development Block Grant funds must comply with the requirements of the American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped, Number A-117, 1-R 1971, subject to the exception contained in 41 CFR Subpart 101-19, 604, and updates and amendments thereto.
- 18. **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) and the Lead-Based Paint Regulations (24 CFR Part 35). The use of lead-based paint is prohibited whenever Community Development Block Grant funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with Block Grant funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.
- 19. **Acquisition and Relocation.** The City agrees to comply with the relocation requirements of Title II and the acquisition requirement of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementation regulations in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. **The City agrees to comply with the County's process established under the Antidisplacement and Relocation Plan.**
- 20. **Property Disposition.** Real or personal property purchased in whole or in part with Block Grant funds shall not be disposed through sale, or change use or location without the written permission of the County. The proceeds from the disposition of real property shall be considered program income and subject to OCD Program Income Guidelines.
- 21. **Lobbying.** Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local governments.
- 22. **Termination.** The County may terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part, and may recover any Block Grant funds at its discretion if the City:

- A. Violates any provision of this Agreement; or
- B. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
- C. Violates any applicable regulations or terms and conditions of approval of the application which the Secretary of HUD issued or shall subsequently issue during the period of this Agreement; or
- D. Fails to complete performance in a timely manner.

The County may also terminate this Agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving the City thirty (30) days written notice, in the event that the State of Ohio Department of Development shall:

- A. Withdraw funds allocated to the County under its application for programs activities which substantially prevent performance of the community development program in the County or the City.
  - B. Terminate the County's funding allocation pursuant to an Act of Congress; or
  - C. Fail to approve a grant application filed by the County.
23. **Compliance with General Requirements.** The City shall comply with all applicable provisions of the Act, rules, regulations, and guidelines promulgated by the Secretary of Department of Housing and Urban Development, and all applicable requirements imposed by HUD concerning special requirements as outlined in 24 CFR Part 85.
24. **Non-expendable Personal/Real Property.** Title to real property acquired with CDBG funds shall vest in the recipient subject to the condition that the recipient shall use the real property for the authorized purpose of the project for a minimum of five (5) years, except that the time period is only for two (2) years, if the amount of the CDBG assistance is less than \$25,000 (Twenty-five Thousand Dollars). Property management standard shall comply with 24 CFR Part 85.31. The time period referred to in the Section begins on the day after this Agreement expires including amended dates. Should the City discontinue to use the property for its authorized use, the property will revert back to the County. During that time period, the recipient may either:
- A. Continue to use the property for the originally intended use;
  - B. Change the use to another purpose which qualifies as meeting one of the three national objectives of the program after providing affected citizens with reasonable notice of, and opportunity to comment on the proposed change, and upon written permission from the County; or
  - C. Dispose of the property for a use which does not meet one of the three national objectives, after consulting with affected citizens with reasonable notice of, and opportunity to comment on the proposed change, and upon written permission from the County; or
- If C is chosen, disposition must be at full current market value. The portion and disposition proceeds that equals the CDBG percentage in the acquisition or improvement cost of the property will be included as CDBG program income and be subject to Section 5 of this Agreement.
25. **Financial Management.** Recipient standards for financial management shall comply with the State of Ohio Department of Development/Office of Community Developments (OCD) standards. The City

shall submit the necessary records and supporting source documentation to the County to be maintained in a centralized filing system. **Invoices, purchase orders, vouchers, copies of canceled checks, and payroll/time sheets must be maintained by the County in one central location.**

26. **Procurement of Architectural/Engineering (A/E) Professional Services.** Subgrantees may utilize competitive negotiation procedures for procurement of A/E services, whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Procurement must comply with 24 CFR Part 85.36.
27. **Conditions for Religious Organizations.** In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations therefore apply to the use of CDBG funds.
  1. CDBG funds may not be used for the acquisition of property or the construction or rehabilitation (including historic preservation and removal of architectural barriers) of structures to be used for religious purposes or which will otherwise promote religious interests. This limitation included the acquisition of property for ownership by primarily religious entities and the construction or rehabilitation (including historic preservation, and removal of architectural barriers) of structures owned by such entities (except as permitted under paragraph [2] of this section with respect to rehabilitation and under paragraph [4] of this section with respect to repair undertaken in connection with public services) regardless of the use to be made of the property or structure. Property owned by primarily religious entities may be acquired with CDBG funds at no more than fair market value for a non-religious use.
  2. CDBG funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose under the following conditions:
    - i. The building (or portion thereof) that is to be improved with the CDBG assistance has been leased to an existing or newly established wholly secular entity (which may be an entity established by the religious entity);
    - ii. The CDBG assistance is provided to the lessee (and not the lessor) to make the improvements;
    - iii. The leased premises will be used exclusively for secular purposes available to persons regardless of religion;
    - iv. The lease payments do not exceed the fair market rent of the premises as they were before the improvements are made;
    - v. The portion of the cost of any improvements that also serve a non-leased part of the building will be allocated to and paid for by the lessor;
    - vi. The lessor enters into a binding agreement that unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements;
    - vii. The lessee must remit the amount received from the lessor under subparagraph (2) (vi) of this section to the recipient from which the CDBG funds were derived.

The lessee can also enter into a management contract authorizing the lessor religious entity to use the building for its intended secular purpose, e.g., homeless shelter, provision of public services. In such case, the religious entity must agree in

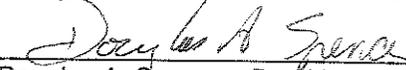
the management contract to carry out the secular purpose in a manner free from religious influences in accordance with the principles set forth in paragraph (3) of this section.

3. As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient from which the CDBG funds are derived that, in connection with the provision of such services:
  - i. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
  - ii. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
  - iii. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
  - iv. The portion of a facility used to provide the public services shall contain no religious symbols or decorations, other than those permanently affixed to or part of the structure.
4. Where the public service provided under paragraph (3) of this section are carried out on property owned by the primarily religious entity, CDBG funds may also be used for minor repairs to such property which are directly related to carrying out the public services where the cost constitutes in dollar terms only an incidental portion of the CDBG expenditure for the public services.

**Note:** No engineering shall be conducted on any project until after the project has gone through all Environmental Review procedures.

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date first above written.

AUGLAIZE COUNTY BOARD OF COMMISSIONERS

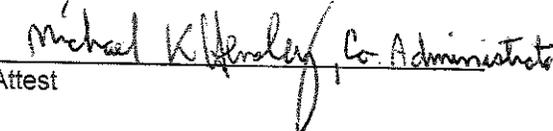
  
\_\_\_\_\_  
Douglas A. Spencer, President

  
\_\_\_\_\_  
Don Regula

  
\_\_\_\_\_  
John N. Bergman

CITY OF ST. MARYS

  
\_\_\_\_\_  
Attest

  
\_\_\_\_\_  
Attest  
Michael K. Hendry, Co. Administrator

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Patrick J. McGowan, Mayor

**ATTACHMENT I  
TO ADMINISTRATIVE AGREEMENT BETWEEN AUGLAIZE COUNTY, OHIO AND  
THE CITY OF ST. MARYS, OHIO**

**Statement of Work**

Project Location City of St. Marys : St. Clair Street/Vine Street Paving  
Activity Street Improvements

This project involves the repaving of approximately 605 LF of Vine Street from Canal Street to Weston Street and 295 LF of St. Clair Street from Spring street to Hager street for a total of 900 LF of paving. This activity is necessary to maintain service and safe driveability in this LMI neighborhood. This project is part of an ongoing street repaving program the City of St. Marys initiated a number of years ago in low and moderate income neighborhoods resulting in improved driving conditions for local residents, elementary and day care school buses, and emergency vehicles.

This activity is located in Investment Area #7: City of Saint Marys. This Investment Area includes Census Tract 406, Block Group 3, which is 58.4% LMI and contains 873 beneficiaries, according to the 2000 Census. Therefore, the National Objective of Benefit to Low and Moderate Income Households will be achieved through this activity.

Procurement and construction shall be done in spring/summer 2012. All work shall be completed by December 1, 2012.

**ATTACHMENT II**  
**TO ADMINISTRATIVE AGREEMENT BETWEEN AUGLAIZE COUNTY, OHIO**  
**AND THE CITY OF ST. MARYS, OHIO**

**Work Program Budget : 2012 CDBG Street Resurfacing Project-Vine Street and St. Clair Street**

Pavement Planing, Asphalt Concrete	\$4,402.50
Tack Coat	\$620.00
Asphalt Concrete Intermediate Course Type 1	\$6,450.00
Asphalt Concrete Surface Course Type 1	\$19,500.00
Maintaining Traffic	\$800.00
Asphalt Rejuvenating Agent	\$3,105.00
Premium for Contract Bond	\$2,000.00
<b>TOTAL:</b>	<b>\$36,877.50</b>
SAY:	\$36,900.00
CDBG Costs:	\$29,800.00
City Costs:	\$7,100.00

(Detailed Estimate included in Grant Application)

Note:

The City of St. Marys will fund all costs exceeding its CDBG allocation of \$29,800.00.

Auglaize County will retain \$5,200.00 from the \$35,000.00 CDBG grant award for its administrative costs associated with this activity.

**ATTACHMENT III**

\*\*\*\*\*COPY OF TEXT\*\*\*\*\*

County Commissioners Office  
Auglaize County, Ohio  
August 6, 1991

**IN THE MATTER OF ADOPTING AN EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PLAN FOR AUGLAIZE COUNTY.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of August 1991 with the following members present:

Dow Wagner

Norville W. Freymuth

Robert V. Vogel

Mr. Freymuth moved the adoption of the following

**RESOLUTION**

WHEREAS, the Board of County Commissioners is a recipient of several federal and/or state grants; and,

WHEREAS, it is necessary that the Board adopt an Equal Employment Opportunity (EEO) and Affirmative Action Plan on behalf of all County departments and agencies.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby adopt the following EEO/Affirmative Action Plan for Auglaize County:

- I. Auglaize County shall recruit, hire, train and promote all persons without regard to race, color, sex, religion, national origin, marital status, political belief or physical handicap.
- II. Auglaize County shall base all decisions on employment so as to further the principal of equal employment opportunity.
- III. Auglaize County shall ensure that promotion decisions are in accordance with the principal of equal opportunity.
- IV. All personnel actions such as compensation, benefits, transfers, layoffs, returns from layoffs, and education will be administered without regard to race, creed, color, religion, sex, national origin, marital status, political belief or physical handicap.
- V. Auglaize County disapproves of sexual and other harassment of any employee whether it be by a co-worker, a department head, a constituent, or a vendor. It is expected that employees will treat each other with respect for their dignity. Sexual or other harassment, by any employee, could be grounds for immediate termination.
- VI. Any County employee who is subjected to such conduct or observes it is to contact the Board of County Commissioners. The Board shall investigate the matter and take appropriate action. All employees are expected to cooperate with the investigation. Information provided by the individual employee will be treated as confidential and only be provided to those who have the need for the information, or when it is required in the course of investigating the complaint.

VII. Auglaize County welcomes the opportunity to consider any employee suggestions or problems. Every employee is encouraged to speak with his or her department head whenever there is a question or concern. Your department head is the person in the best position to respond quickly and accurately.

and, BE IT FURTHER RESOLVED that this Resolution be hereby adopted pursuant to federal law.

Mr. Vogel seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this  
6th day of  
August 1991

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

(Signatures on File) \_\_\_\_\_

Dow Wagner  
Norville W. Freymuth  
Robert V. Vogel

cc: Elected Officials and/or Department Heads  
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**IN THE MATTER OF SETTING A PLACE, DATE AND TIME TO CONVENE A SPECIAL SESSION OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS FOR THE AUGLAIZE RIVER AND TWO-MILE CREEK STREAM ENHANCEMENT PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of April, 2012.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Auglaize, Allen and Shelby Counties Soil & Water Conservation Districts Boards of Supervisors did form a Joint Board of Supervisors for an enhancement project for the Auglaize River and Two-Mile Creek; and,

**WHEREAS**, Auglaize, Allen and Shelby County Commissioners, each as individual counties, did approve the construction of the Auglaize River and Two-Mile Creek Stream Enhancement Project; by so doing, have, pursuant to Ohio Revised Code Section 1515.22 formed a Joint Board of County Commissioners for this project; and,

**WHEREAS**, it is now necessary for said Joint Board of Commissioners to meet for the purpose of electing a president of the Board; designate a clerk of the Board, designate an Auditor and Treasurer for the project, and set a place, date and time to receive bids for the Auglaize River and Two-Mile Creek Stream Enhancement Project.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Thursday, April 12, 2012, at 2:00 p.m. in the Auglaize County Commissioners Chambers – Auglaize Acres Building located at 13093 Infirmary Road as the date, time and place to hold a special session to participate in the meeting of the Joint Board of Auglaize, Allen and Shelby Counties Commissioners for the purposes mentioned above for the Auglaize River and Two-Mile Creek Stream Enhancement Project; and,

**BE IT FURTHER RESOLVED** that a copy of this Resolution be provided to the The Evening Leader, The Wapakoneta Daily News, The Daily Standard and The Lima News to ensure adequate public notice of the special session.

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

Adopted this  
5th day of  
April, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

<u>Douglas A. Spencer</u>	<u>yes</u>
Don Regula	yes
<u>John N. Bergman</u>	<u>yes</u>