

County Commissioners Office
Auglaize County, Ohio
August 21, 2012

NO. 12-348

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of August, 2012.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
364893	\$ 7,222.22	Auglaize Co. ESC
364897	\$ 385.00	Mark E. G. Davis
364911	\$ 3,481.01	Tumbusch Construction
364912	\$40,031.66	Tumbusch Construction
364930	\$ 318.40	William R. Zimmerman
364939	\$ 752.20	SnoDepot
364956	\$ 688.31	Clemans & Nelson
364959	\$ 372.87	Lowe's
364969	\$ 2,072.80	Ohio Public Defender Commission
364972	\$ 201.09	First Communications
364975	\$12,203.74	Burke Petroleum Inc.
364993	\$ 1,049.52	CDS Government

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

Adopted this
21st day of
August, 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 Auditor

IN THE MATTER OF SETTING THE DATE AND TIME AT WHICH TO RECEIVE QUALIFICATION STATEMENTS AND PROPOSALS FROM FIRMS QUALIFIED TO PROVIDE ENGINEERING, PLANNING, ADMINISTRATIVE SERVICES AND TECHNICAL ASSISTANCE FOR THE FEDERAL AVIATION ADMINISTRATION PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of August, 2012.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary for the Neil Armstrong Airport, New Knoxville, Ohio through the Auglaize County Authority and Board of County Commissioners to request qualification statements and proposals from qualified design professional consulting firms to perform necessary functions for its anticipated receipt of funds from the United States of America, through the Federal Aviation Administration, ODOT, Office of Aviation, or local sources, for improvements at the Neil Armstrong Airport for proposed projects over a period of up to five years beginning with Federal fiscal year 2013. The scope of work includes familiarity with prevailing Local, ODOT, OA and FFA regulations, capability to perform all aspects of the projects and recent experience in airport projects comparable to the proposed projects, professional background and caliber of key personnel; and familiarity with the projects and the airport.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Wednesday, September 5, 2012 at 5:00 p.m. as the date and time to receive, in its office, qualification statements and proposals from firms qualified to provide administrative or technical services for Federal Aviation Administration Program.

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

Adopted this
21st day of
August, 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: ✓ Brandstetter Carroll Inc.
- ✓ Stantec Consulting Services
- ✓ RW Armstrong Corporate Headquarters
- ✓ Delta Airport Consulting
- ✓ Crawford, Murphy & Tilly, Inc.
- ✓ BF & S
- ✓ Richland Engineering Limited

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
209 S. Blackhoof St., Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

August 20, 2012

TO: The Wapakoneta Daily News

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Public Notice to be published in The Wapakoneta Daily News and the Evening Leader

Please publish, the accompanying Public Notice in both of your newspapers in the **Non-Legal Section on Tuesday, August 21, 2012 IN THE SMALLEST PRINT POSSIBLE.** (Please send us proof copies.)

Please send **Certificate of Publication to and invoice to:**

Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895

Thank you.

Esther Leffel
BOCC Clerk

LEGAL NOTICE
AUGLAIZE COUNTY AIRPORT AUTHORITY
NEIL ARMSTRONG AIRPORT

REQUEST FOR STATEMENT OF QUALIFICATIONS

The Neil Armstrong Airport, New Knoxville, Ohio through the Auglaize County Airport Authority and Auglaize County Commissioners, anticipates receipt of funds from the United States of America, through the Federal Aviation Administration; ODOT, Office of Aviation, or local sources, for improvements at the Neil Armstrong Airport. It is anticipated the proposed projects will be accomplished over a period of up to five years beginning with Federal fiscal year 2013. The proposed improvements shall consist of the following work/task:

Provide land acquisition assistance, including, but not limited to, negotiations, settlements and other related tasks in connection with acquiring parcels necessary to implement the ALP.

Prepare drawings, specifications, contract bid documents, cost estimates (including program form changes if required), construction testing and supervision for:

- Construct hangars and apron/taxistreets
- Construct/extend/rehabilitate aircraft parking apron
- Airport drainage and utility improvements
- Airport access road/vehicular parking construction/rehabilitation
- Obstruction removal
- Airport terminal/administration and/or equipment storage building construction/rehabilitation
- Airport Layout Plan Update/Revision
- Miscellaneous airport maintenance and improvements such as SRE acquisition, aviation fuel facility development, crack sealing and pavement markings

Qualified design professionals interested in being considered for this work are invited to submit a Statement of Qualifications for providing the engineering and planning required for the completion of this work within the guidelines of state and federal standards. Submit 3 copies of the Statement of Qualifications, including a letter of interest, in an 8 ½" x 11" bound format containing no more than 30 pages, not including separation/index pages or cover. Strong emphasis will be given to the following criteria:

- a. Familiarity with prevailing Local, ODOT, OA and FAA regulations
- b. Capability to perform all aspects of the projects and recent experience in airport projects comparable to the proposed projects.
- c. Professional background and caliber of key personnel
- d. Familiarity with the projects and the airport

A preliminary review of the qualifications of the firms will be undertaken. Additional information and/or a personal interview may be requested of the top ranked firms after the initial evaluation. The firm with the best qualifications will be invited to negotiate a contract for some or all of the above work. If an agreement is reached, a contract will be entered into by both parties for some or all of the above work. If no agreement is reached, the next highest ranking firm will be invited to negotiate, until a mutually agreeable contract has been established. Negotiation for subsequent services shall occur at the time those services are needed.

The Auglaize County Airport Authority will afford minority and women owned businesses equal opportunity to submit qualifications and will not discriminate on the basis of race, color, sex, religion or national origin. Anyone having questions related to this request for qualifications should contact Mr. Sean Stroh, Airport Manager, at 419-753-2810. Deadline for receipt of the qualifications is 5:00 PM on September 5, 2012. Please forward the 3 copies of the Statement of Qualifications to:

Mr. Sean Stroh, Manager
Auglaize County Airport Authority
P.O. Box 400
New Knoxville, Ohio 45871

IN THE MATTER OF APPOINTING DOUG METZ TO REPLACE THOMAS J. HITCHCOCK ON THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT POLICY PLANNING COMMITTEE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of August, 2012.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 343.01.1, on March 3, 2011, Resolution #11-089, the Board of County Commissioners, as the Board of Directors of the Solid Waste Management District, appointed Tom Hitchcock to the Auglaize County Solid Waste Management District Policy Planning Committee as a public representative in the county; and,

WHEREAS, the term of this appointment will expire December 31, 2012; and,

WHEREAS, said Board of County Commissioners, as the Board of Directors of the Solid Waste Management District, has been informed that Tom Hitchcock is no longer employed by the City of St. Marys and that Doug Metz, Superintendent of Solid Waste Operations for the City of St. Marys will be replacing Tom Hitchcock, finishing out the present term.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, as the Board of Directors of the Solid Waste Management District, does hereby appoint Doug Metz to replace Tom Hitchcock on the Auglaize County Solid Waste Management District Policy Planning Committee, representing the public for the unexpired term which ends December 31, 2012.

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

Adopted this
21st day of
August, 2012

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

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

/cc: Solid Waste Coordinator – David Reichelderfer
/Doug Metz

**IN THE MATTER OF CERTIFYING DELINQUENT SEWER BILLS TO THE COUNTY AUDITOR FOR
PLACEMENT ON THE PROPERTY REAL ESTATE TAX DUPLICATES; RATIFYING THE EXECUTION
OF SEWER DELINQUENCIES LISTING AS SUBMITTED BY THE SANITARY ENGINEER'S DEPT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of August, 2012.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Sanitary Engineer's Secretary, Ronette Kill, informed the Board of County Commissioners that county property owners using county owned sewage treatment plants, have delinquent charges on their quarterly sewer bills; and,

WHEREAS, the County Prosecuting Attorney Ed Pierce advised the Board that it is necessary for said Board to certify these delinquent charges to the County Auditor for placement on the property real estate tax duplicates for collection; and,

WHEREAS, a list showing these delinquencies was presented to the Board by the Auglaize County Sanitary Dept., along with a request for the delinquencies to be certified to the County Auditor for placement on real estate tax duplicates.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby ratify the execution of the Sewer Delinquencies assessments list by the President of the Board of County Commissioners, Douglas A. Spencer; and,

BE IT FURTHER RESOLVED that this sewer delinquencies assessments list is hereby certified to the County Auditor for placement of said delinquencies on the property real estate tax duplicates for collection.

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

Adopted this
21st day of
August, 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

attachment

- ✓ cc: County Sanitary Engineer
- ✓ County Auditor

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT WITH THE CITY OF WAPAKONETA FOR THE MOVING OHIO FORWARD DEMOLITION GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of August, 2012.

Commissioner Regula 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 \$215,777.00 through the Ohio Attorney General's Office pursuant to the Moving Ohio Forward Demolition Program; and,

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

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the execution of the subrecipient agreement with the City of Wapakoneta for the Attorney General's Moving Ohio Forward Demolition Grant Program; and,

BE IT FURTHER RESOLVED that the Board authorizes the President of the Board of Auglaize County Commissioners to execute said subrecipient agreement; and,

BE IT FURTHER RESOLVED that an executed copy of the agreement be hereto attached and thus become a part of this Resolution.

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

Adopted this
21st day of
August, 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
Poggemeyer Design Group, Inc.

**MOVING OHIO FORWARD DEMOLITION PROGRAM
SUBRECIPIENT AGREEMENT BETWEEN
[Lead Entity]
AND
[Subrecipient]**

THIS AGREEMENT is made effective as of 8-21, 2012 by and between Avulize County ("Lead Entity") and City of Wapakoneta ("Subrecipient") to undertake residential demolition projects ("Projects") as defined herein pursuant to the Moving Ohio Forward Demolition Program ("Program") as approved by the Ohio Attorney General's Office ("AGO").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, has applied for and has been awarded funds from the AGO; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF WORK.

A. Activities. Subrecipient shall conduct all Projects in compliance and consistent with the Program Guidelines, Lead Entity Application, and Agreement between the AGO and the Lead Entity, incorporated by reference herein and available at the Lead Entity's Office.

B. Project. Demolition Funds may be used for the sole and express purpose of undertaking and completing residential Projects as described in the Scope of Work attached hereto as Exhibit A.

II. SCOPE OF SERVICES.

A. General Administration. Subrecipient will be responsible for the general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and the AGO.

B. Levels of Accomplishment – Goals and Performance Measures. Pursuant to the Program Guidelines, Subrecipient shall be responsible for completing the Projects and reporting such measures as units demolished and waste removal efforts undertaken as . Subrecipient shall also include time frames for performance to the Lead Entity as requested.

C. Staffing. Subrecipient shall ensure adequate and appropriate staffing is allocated to each Project. Subrecipient shall at all times remain an independent contractor with

respect to the services to be performed under this Agreement. Neither Subrecipient nor its personnel shall at any time, or for any purpose, be considered as agents, servants or employees of the AGO or the State of Ohio.

D. Performance Monitoring. Lead Entity will monitor the performance of each Subrecipient. Subrecipient shall provide Lead Entity all necessary reporting information as required by the AGO for reimbursement and in the administration and review of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on 8-21, 2012 and end on or before December 31, 2013 ("Project Period"), unless otherwise agreed to between the Lead Entity and the AGO in writing. All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program Funds.

IV. PAYMENT

Lead Entity shall obligate Program Funds in an amount not to exceed \$_____ for the sole and express purpose of undertaking the Projects described herein. It is expressly agreed and understood that the total amount to be paid by the Lead Entity to the Subrecipient under this Agreement shall not exceed the amount set forth in this paragraph.

Payment of Program Funds to Subrecipient shall be made upon the timely submission to Lead Entity of a Reimbursement/Disbursement Request Report, attached hereto as Exhibit B. Lead Entity reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

Program Funds shall be used solely for the stated purposes set forth in the Program Guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate. Any income resulting from the performance of Subrecipient's obligations under this Agreement shall remain with Subrecipient. If the Program Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or are not expended, the amounts improperly expended or not expended shall be returned within thirty (30) days after the expiration or termination of this Agreement. Lead Entity shall require completed Projects before payment is made to Subrecipient.

All costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement/disbursement is sought, or substantiating any matching funds requirement, shall be fully documented.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

SUBRECIPIENT:

Name: Mary Ruck
Title: Engr. Zoning Manager
Telephone: 419-738-5596
E-mail: mruck@wapakoneta.net

LEAD ENTITY:

Name: Douglas A. Spruce
Title: BOCC President
Telephone: 419-739-6710
E-mail: Commissioners@auglaizeCounty.org

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. Subrecipient shall submit to Lead Entity the reports as required by the Program Guidelines.

B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, all of its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment. Subrecipient shall permit Lead Entity to audit, examine and make copies or transcripts from such records.

VII. GENERAL CONDITIONS

A. Adherence to State and Federal Laws, Regulations

(1) General. Subrecipient agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement and in expending any Program Funds. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- (2) Ethics. Recipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Recipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (4) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- (5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.
- (6) Non-Assistance to Terrorist Organization. If the potential compensation to Subrecipient under this Agreement exceeds \$100,000.00, Subrecipient hereby represents and warrants that it has not provided any material assistance, as that term is defined in R.C. 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization," available at <http://homelandsecurity.ohio.gov/dma/dma.asp>. Subrecipient further represents and

warrants that it has provided or will provide such document to the Lead Entity prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Lead Entity any funds paid under this Agreement.

(7) Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.

(8) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.

B. Subcontracts. Subrecipient shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Lead Entity to terms inconsistent with, or at variance from, this Agreement.

C. Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.

D. Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

E. Source and Availability of Funds. Subrecipient acknowledges that the source of the Program Funds is a court approved consumer settlement agreement. Lead Entity shall have no obligation to advance or pay Subrecipient with any funds other than the funds Lead Entity receives from the AGO.

F. Termination Procedure

(1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:

(a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.

(b) Failure of Subrecipient to submit complete and accurate reports.

(c) Failure of Subrecipient to use the Program Funds for the stated purposes in this Agreement.

(2) Effects of Termination. Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(3) Forebearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.

C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

D. Private Property. No action shall be taken to impose a conservation easement on a property on which Program Funds are used.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT:

LEAD ENTITY:

Address: 701 Parlette Ct

Address: 209 S Blackhoof Street Room 201
Wapakoneta, Ohio 45885

By: City of Wapakoneta

By: Douglas A Spence

Name: Mary A. Ruel

Name: Douglas A Spence

Title: Zoning & Engineering
Manager

Title: Boas President

Date: 8-6-12

Date: 8-21-12

ATTACHMENT A
Scope of Work

Scope of Work. Each Project includes residential demolition activities such as asbestos surveys, required asbestos abatement, demolition of buildings, and waste removal. Other reimbursable demolition activities include the following Demolition Hard Costs, Demolition Soft Costs, and a portion of General Administrative Costs:

<p align="center">General Administrative Costs (5% limit per completed demolition cost, with program totals not to exceed \$100,000)</p> <ul style="list-style-type: none"> • General Management and Oversight of Program • Technical Support Services • Monitoring and Evaluation • Preparation of Reimbursement/Disbursement Requests • Performance Report Preparation • Local Historic Review/Assessments (OHPO clearance is not required) • State Audit(s) • Other expenses approved on a case-by-case basis by the AGO 	<p align="center">Demolition Hard Costs (reimbursed 100% for completed demolitions)</p> <ul style="list-style-type: none"> • Demolition of Buildings • Removal of Asbestos • Removal of other Hazardous Materials • Clearance of Structures (poles, fences, walls, driveways, service walks, etc.) • Removal of Underground Storage Tanks and Utility Services • Removal and/or Filling/Capping of Septic Systems and Wells • Clearance of Debris and Garbage • Site Restoration (grading and seeding) • Regulatory Permit and Inspection Fees • Other expenses approved on a case-by-case basis by the AGO
<p align="center"><u>Ineligible</u> Moving Ohio Forward Costs (no reimbursement)</p> <ul style="list-style-type: none"> • Acquisition of Real Estate • Payment of Real Estate Taxes and Tax Delinquencies • Payment of Tax Liens and Property Assessments • Payment of Delinquent Utility Costs • Marketing of Project Site(s) • Preparation of the Moving Ohio Forward Application including the Strategic Planning component • Litigation expenses • Property Maintenance 	<p align="center">Demolition Soft Costs (reimbursed 100% for completed demolitions)</p> <ul style="list-style-type: none"> • Environmental Assessments • Asbestos Surveys • Title Searches • Legal fees approved on a case-by-case basis for local governments without available legal counsel, contract preparation and review • Architectural/Engineering Fees, including cost estimates, bid specifications and job progress inspections • Legal/Bid Advertisements • Other expenses approved on a case-by-case basis by the AGO

ATTACHMENT B

REIMBURSEMENT/DISBURSEMENT REQUEST REPORT

Provide the following information on each demolition project reimbursement request with attached supporting documentation. Each report shall provide the street address, itemization of expenses claimed, any applicable matching funds, and amount requested. Attachments to the report shall include photographs, invoices, authority for demolition, environmental reports and any applicable waste shipment record. Only one subrecipient agreement and contractor, subcontractor or vendor agreement shall be provided per entity.

Address

Text box

Itemization of expenses

Text box

Match dollars, if applicable

Text box

Reimbursement requested

Text box

CERTIFICATION

I certify that this Request for Payment is in accordance with the terms and conditions of the Grant Agreement cited and is proper for payment to the Grantee's depository. I also certify that the date reported above is correct and that back-up detailed documentation has been submitted.

Digital signature box

APPROVED BY: _____

DATE: _____

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of August, 2012.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

Juvenile Court Funds:

Amount:	From:	To:
\$ 700.00	001.0206.530900 (Detention)	001.0205.532000 (Witness Fees)

Public Assistance Fund:

Amount	From:	To:
\$50,000.00	006.0008.530400 (Equipment)	006.0008.530600 (Contract Services)

Child Support Enforcement Agency Fund:

Amount	From:	To:
\$10,000.00	096.0096.530900 (Other Exp)	096.0096.530200 (Purchase of SVC)
\$ 5,000.00	096.0096.530900 (Other Exp)	096.0096.530300 (Supplies)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustment to show the changes as tabulated above.

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

Adopted this
21st day of
August, 2012

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . Y
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

cc: County Auditor
Juvenile Court – Judge Spees
Job & Family Services