

IN THE MATTER OF AUTHORIZING AN STAR PLUS ADMINISTRATIVE AGREEMENT WITH MEEDER ASSET MANAGEMENT INC. AS RECOMMENDED BY THE COUNTY TREASURER; RATIFYING THE EXECUTION OF SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of August, 2013.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on August 1, 2013, County Treasurer April Bowersock met with the Board of County Commissioners at the 2nd quarter 2013 Auglaize County Investment Advisory Committee meeting; and,

WHEREAS, the County Treasurer Bowersock informed the Board that she would like to open a Star Plus cash management program endorsed by the Ohio Treasurer of State, which allows political subdivisions of the State of Ohio access to the Federally Insured Cash Account or FICA program. The FICA program provides access to hundreds of Federal Deposit Insurance Corporation (FDIC) insured bank (Depository Bank) via a single, convenient account with a custodial bank that is managed by an investment Advisor registered with U.S. Securities and Exchange Commission which would be advantageous to the financial resources of Auglaize County; and,

WHEREAS, as said quarterly meeting it was unanimously agreed that Treasurer Bowersock should pursue the Star Plus Administrative Agreement with Meeder Asset Management Inc.; and,

WHEREAS, Treasurer Bowersock has presented to the Board an Administrative Agreement from Meeder Asset Management, Inc. requesting that the Board of County Commissioners authorize this partnership between Auglaize County and Meeder Asset Management, Inc. by executing said "Resolution".

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, as Investment Office for Auglaize County, does hereby authorize the execution of the Administrative Agreement with Meeder Asset Management, Inc. thus opening a Star Plus account; and,

BE IT FURTHER RESOLVED that the Board hereby ratifies the execution of said Administrative Agreement as presented by Meeder Asset Management, Inc. for said services.

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

Adopted this
8th day of
August, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula *DR*
Don Regula

John N. Bergman *JNB*
John N. Bergman

Douglas A. Spencer *DS*
Douglas A. Spencer

✓cc: Treasurer
✓Meeder Asset Management, Inc.

Administrative Agreement



This Administrative Agreement ("Agreement") is effective as of the date agreed and accepted below, by and between Meeder Asset Management, Inc. d/b/a Public Funds Administrators ("Administrator") and AUGLAIZE COUNTY ("Client").

In consideration of the mutual promises, covenants, and undertakings set forth herein, the parties hereby agree as follows:

1. STAR Plus. STAR Plus is a cash management program endorsed by the Ohio Treasurer of State, which allows political subdivisions of the State of Ohio ("Participants") access to the Federally Insured Cash AccountSM or FICA[®] program. The FICA program provides access to hundreds of Federal Deposit Insurance Corporation ("FDIC") insured banks ("Depository Bank(s)") via a single, convenient account ("Account") with a custodial bank ("Custodian") that is managed by an investment Advisor ("Advisor") registered with the U.S. Securities and Exchange Commission. The operation of the Account will be governed by the FICA Account Custody Agreement (together with any and all paperwork and forms necessary to open and maintain the Account on Client's behalf, "FICA Account Documents") and which Administrator will execute on Client's behalf. The FICA Account Documents can be accessed by selecting the STAR Plus tab at www.STAROhio.com.

2. Appointment of Administrator. Client appoints Administrator as its agent and attorney-in-fact to open an Account with the Custodian, appoint an Advisor and execute all FICA Account Documents necessary to open and maintain the Account, complete and execute, if necessary, all STAR Ohio documents required to open and maintain a STAR Ohio account (collectively "STAR Ohio Account Documents"), and to provide such other administrative services as may be reasonably requested and which are deemed necessary and beneficial to Clients participating in STAR Plus. Contemporaneously with the execution of this Agreement, Client shall execute a limited power-of-attorney ("POA") as set forth in Exhibit A.

Administrator shall be entitled to rely on information it may receive from time to time from Client. Client will promptly inform Administrator of any material change in Client's information and shall promptly respond to reasonable requests by Administrator for information regarding any such changes. Client acknowledges that it has access to and has reviewed the FICA Account Documents, and agrees to be bound by the terms and conditions thereunder.

3. Administrator Duties. Pursuant to Section 2 of this Agreement and the POA executed by Client, Administrator agrees that it will: (i) execute FICA Account Documents on behalf of Client, (ii) if necessary, complete and execute all STAR Ohio Account Documents and establish a STAR Ohio account on behalf of Client, (iii) establish Client's STAR Ohio account as the account of record on the Account, (iv) direct the transfer of funds from Client's STAR Ohio account to Client's Account, (v) direct the transfer of funds from Client's Account to Client's STAR Ohio account, and (vi) direct the transfer of funds from Client's STAR Ohio account to any other Client account on record with STAR Ohio. Administrator agrees that it is not authorized, and shall not undertake, to direct the transfer of funds to any depository institution in amounts in excess of amounts transferred to Client's STAR Ohio account from Client's Account or change the account of record on the Client's Account unless directed to do so by Client in writing. Except as provided in Section 3 of this Agreement, Administrator shall have no authority to direct the transfer of Client's funds. The parties expressly agree that Administrator shall have no authority to amend, modify or terminate the FICA Account Documents that require Client consent absent prior written direction by Client. Client agrees that Custodian and Advisor will not be responsible for monitoring or ensuring that the Administrator is acting according to the above restrictions on its authority and that such parties may follow all instructions of Administrator executed on Client's behalf. Client further agrees that Custodian and Advisor shall not be liable for any actions by Custodian or Advisor undertaken in reliance on instructions from Administrator.

4. STAR Ohio Account. If applicable, Administrator will complete and execute all STAR Ohio Account Documents required to open and maintain a STAR Ohio account pursuant to Section 2 of this Agreement. Information regarding STAR Ohio including the STAR Ohio Account Documents, that will be completed and executed on your behalf can be found at www.STAROhio.com. Client acknowledges that it has access to and has reviewed the STAR Ohio Account Documents and agrees to be bound by the terms and

conditions thereunder. Client may request copies of the executed STAR Ohio Account Documents by contacting STAR Ohio at 1-800-648-STAR (7827).

Information regarding STAR Ohio and the roles and responsibilities of the parties providing services to STAR Ohio is available at www.STAROhio.com.

5. Custody. Administrator will not take physical custody or control of assets at any time or under any circumstances.

6. Fees. Client will pay a single fee for participating in STAR Plus ("Program Fee"). The Program Fee will be deducted from Client's Account and paid to the Advisor each month on the date that interest from a Depository Bank is credited to Client's Account. The Program Fee may vary between Depository Banks, but will never exceed the gross interest earned. Part of the Program Fee will be paid by Advisor to the Administrator ("Administrator Fee") and the remainder of the Program Fee will be retained by Advisor ("Advisor Fee"). The Advisor will compensate the Custodian from the Advisor Fee for the usual and customary custodial services for maintaining your Account; Client will not pay a separate custody fee. However, the Custodian is permitted to charge certain other fees for specific costs incurred in processing transactions as well as certain other administrative fees and expenses for unusual transactions including, but not limited to, special wire requests, copies of statements and special research services. The Administrator Fee will be an amount determined by Administrator and approved by the Ohio Treasurer of State. The Administrator Fee will be communicated to Advisor on a monthly basis and will be paid pursuant to an agreement between Advisor and Administrator. The Account of each Participant that has deposits in STAR Plus will earn the same monthly yield; however, other persons who deposit money in the Advisor's cash management programs may earn greater or lesser account yields and be charged greater or lesser fees than Client. Each of Administrator and Advisor will disclose the Administrator Fee with respect to Client's Account upon request of Client. Client agrees that neither the Advisor nor Custodian will be responsible for monitoring or ensuring that the Administrator Fee has been approved by the Ohio Treasurer of State and agrees that Advisor and Custodian shall not be liable in the event the Administrator Fee has not been so approved. In addition to the Administrator Fee, under a separate agreement between the Advisor and the Administrator, Advisor has agreed to compensate Administrator for introducing Advisor to certain Ohio banks that are utilized by STAR Plus, which compensation is based upon the funds that Participants may have on deposit in such banks; any such compensation will not affect the program yield. In addition, during the normal course of its business, Advisor may enter into additional arrangements with Administrator, or its affiliates, pursuant to which Administrator provides various services to Advisor unrelated to the FICA program and for which it receives compensation. This fee disclosure is provided in accordance with the provisions of Rule 206(4)-3 of the Investment Advisors Act of 1940, as amended.

7. Confidentiality. Except as agreed to in writing by Client or as required by law, all Client information shall be regarded as confidential and shall not be disclosed by Administrator to any other person, firm, corporation or entity; provided, however, that Administrator may disclose the information it collects regarding Client to Custodian, Advisor, affiliates of Administrator, and STAR Ohio service providers, including the Ohio Treasurer of State, to the extent necessary for those entities to open, maintain and service the Account as set forth in the FICA Account Documents and this Agreement.

8. Risk Acknowledgment; Limitation of Liability. Administrator does not guarantee the yields earned on the Account and does not monitor or take any responsibility for funds Client may have at a Depository Bank outside of STAR Plus. Client is solely responsible for monitoring its FDIC coverage at any Depository Bank to ensure that funds on deposit at any Depository Bank, including those deposited outside of STAR Plus, do not exceed the standard maximum deposit insurance amount provided by the FDIC. In the event Client has funds at a Depository Bank outside of the Account, Client may request in writing that Administrator notify the Advisor not to deposit funds from the Account into any such Depository Bank and Administrator will promptly notify the Advisor and the Custodian, in accordance with the terms of the FICA Account Documents, of Client's notification.

Except in the case of negligence, malfeasance or violation of applicable law, neither Administrator nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed or for any errors of judgment in administering STAR Plus. Client agrees that neither Administrator nor any of its affiliates shall be liable for the acts or omissions of the Custodian, Advisor or other service providers, nor shall Administrator be liable for any misrepresentations or omissions in the FICA Account Documents. Client acknowledges that (i) its relationship with the Custodian and the Advisor shall be governed solely by the FICA Account Documents; (ii) Custodian and Advisor have not participated in the creation of STAR Plus, and shall not be liable for any misrepresentations or omissions in any STAR Plus documents or marketing materials (including documents describing the FICA program therein or that may have been reviewed by Advisor or Custodian); and (iii) Custodian and Advisor shall not be liable to Client for any act or failure to act by any other service provider, including Administrator.

9. Client Representations. Client represents and agrees that: (i) it has full power and authority to enter into this Agreement; (ii) any information provided to Administrator will, at all times, be substantially accurate and complete and Administrator may rely on such information in performing its obligations under this Agreement; (iii) it is a subdivision of the State of Ohio as defined under Ohio Revised Code Section 135.45(F)(2)(a) or as otherwise permitted to invest in STAR Ohio; (iv) by executing this Agreement and the POA it is authorizing the Administrator to execute the FICA Account Documents and to appoint the Advisor on behalf of Client as its investment advisor pursuant to the terms of the FICA Account Documents; (v) it has reviewed the FICA Account Documents, (vi) where Client has agreed herein that a party shall not be liable or responsible for a matter, Client agrees that it will not bring an action or complaint of any kind against such party with respect to such matter.

10. Administrator Representations. Administrator represents that (i) the name "Public Funds Administrators" is a trade name for Meeder Asset Management, Inc. ("MAM"), (ii) MAM is a registered investment advisor under the Investment Advisors Act of 1940, as amended, and agrees that it will remain registered as an investment advisor for the term of this Agreement, and (iii) MAM will provide to Client a copy of or electronic access to the respective Form ADV Part 2A for MAM and the Advisor upon acceptance and execution of this Agreement by MAM.

11. Consent to Electronic Delivery. Client consents to electronic delivery of documents, including a copy of the executed Agreement, FICA Account Documents, statements, confirmations, MAM's and the Advisor's Form ADV Part 2, and other general communications. Client will receive a copy of or electronic access to both MAM's and Advisor's Form ADV Part 2A upon acceptance and execution of this Agreement. The Form ADV Part 2A of both Advisor and Administrator is available at www.STAROhio.com.

12. Assignment; Amendment. This Agreement may not be assigned by either party without the consent of the other party. Administrator will provide Client at least thirty (30) days prior written notice of any assignment, and Client's consent will be presumed unless Client notifies Administrator otherwise in writing prior to the date of the assignment indicated on the notice. This Agreement may be amended by Administrator on thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with any applicable federal laws or regulations.

14. Notices. All notices shall be in writing and deemed to have been given when personally delivered or sent by U.S. registered or certified mail. Notice to Administrator shall be sent to Public Funds Administrators, 6125 Memorial Drive, Dublin, Ohio 43017. Notice to Client shall be sent to the address listed on the signature line. Any notice, demand, consent or communication given hereunder in the manner required above shall be deemed to have been affected and received as of the date personally delivered or, if so mailed, as of the date specified on the receipt.

15. Termination. This Agreement may be terminated immediately upon written notice by either party. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

16. Miscellaneous. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Neither Administrator's failure to insist at any time on strict compliance with this Agreement, nor the continued course of such conduct on its part, will constitute or be considered a waiver by Administrator of any of its rights or privileges. This Agreement contains the entire understanding between Client and Administrator concerning the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which when so executed will constitute an original and all of which together shall constitute one and the same agreement. Custodian and Advisor shall be deemed third party beneficiaries of this Agreement, including without limitation the second paragraph of Section 8, the last two sentences of Section 3 and Sections 6 and 11, which provisions will survive termination of this Agreement. FICA® and Federally Insured Cash AccountSM are registered marks of StoneCastle Cash Management, LLC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year agreed and accepted hereto.

Client

Signature: April E. Bowersock

Printed Name: APRIL E BOWERSOCK

Title: Treasurer

Address: 209 S. Blackhoof St. Wapakoneta, Ohio 45895

Fed ID#: 34-6400073

Agreed and Accepted

Meeder Asset Management, Inc.
(d/b/a Public Funds Administrators)

By: _____

Title: _____

Date: _____

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of August, 2013.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

Municipal Court Project Fund:

Amount:	From:	To:
\$ 3,526.77	034.0034.530900 (Other Expenses)	034.0034.530400 (Equipment)

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

Adopted this
8th day of
August, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula . *yes*
Don Regula

John N. Bergman *yes*
John N. Bergman

Douglas A. Spencer . *Yes*
Douglas A. Spencer

- ✓ cc: County Auditor
- ✓ Municipal Court Judge Herman

County Commissioners Office
Auglaize County, Ohio
August 8, 2013

No. 13-359

IN THE MATTER OF APPROVING THE HOUSING MONTHLY FEE WITH THE ALLEN COUNTY COMMISSIONERS FOR THE HOUSING OF STRAY DOGS FOR THE AUGLAIZE COUNTY DOG WARDEN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of August, 2013.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Board of Commissioners recently received an email from the Auglaize County Dog Warden, Russ Bailey, concerning the housing and caring of the dogs from Auglaize County and that Allen County Dog Warden is willing to house the dogs for a \$300.00 monthly fee until the completion of the new dog shelter building starting in July 2013; and;

WHEREAS, said housing arrangements have been discussed by the Auglaize County Commissioners and Auglaize County Dog Warden Russ Bailey; same provision being found agreeable by all parties involved.

THEREFORE BE IT that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the monthly payment to be submitted to the Allen County Commissioners for the purpose so mentioned above; and,

BE IT FURTHER RESOLVED that the term of this arrangement is retroactive to July, 2013 and terminates upon the completion of the Auglaize County dog shelter building.

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

Adopted this
8th day of
August, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

✓ cc: Allen County Commissioners
✓ Auglaize County Dog Warden

IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE PURCHASE OF SALT TO BE USED ON THE COUNTY ROADWAYS.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of August, 2013.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer, Doug Reinhart informed the Board that it is a good time of year to solicit for bids for the purchase of salt to be used by the County Highway Dept.; and,

WHEREAS, Engineer Reinhart requested that the Board set a date and time to receive bids for the purchase of treated bulk rock salt.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set September 5, 2013 at 2:00 p.m. as the date and time to receive and publicly open bids for the purchase of above mentioned rock salt for the Highway Department; and,

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

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

Adopted this
8th day of
August, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

✓cc: County Engineer - Doug Reinhart

IN THE MATTER OF AUTHORIZING THE ACQUISITION OF BACK-UP SERVERS, TAPE LIBRARY WITH TAPES AND BACK-UP EXEC SOFTWARE FOR THE COUNTY BACKUP SERVER FROM CDW-G.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of August, 2013.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, Cameron Ruppert, County Computer Operations Manager during his monthly technology meeting informed the Board of County Commissioners will need to purchase back-up servers, tape library along with acquiring tapes and the back-up exec software for the County's Technology system; and,

WHEREAS, for the backup system to accommodate the County's data backup needs, it is necessary to acquire back-up servers, tape library with 40 tapes and a back-up exec software; and,

WHEREAS, quotations which was obtained from CDW-G - \$32,760.04, Insight - \$44,087.13 and PC Connection - \$42,842.70; and,

WHEREAS, Mr. Ruppert requested that the Board authorize the purchase of the back-up servers, tape library with 40 tapes and a back-up exec software from CDW-G in the amount of \$32,760.04.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the acquisition back-up servers, tape library with 40 tapes and a back-up exec software from CDW-G at the cost of \$32,760.04 as requested by the County Operations Manager; and,

BE IF FURTHER RESOLVED that the Board directs the Clerk of the Board to encumber \$32,760.04 for the purchase so authorized.

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

Adopted this
8th day of
August, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Computer Operations Manager
Clerk of the Board

IN THE MATTER OF DECLARING 2014 DOG LICENSE FEES – 1 YR., 3 YR., AND PERMANENT LICENSE FEES FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of August, 2013.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, Ohio House Bill 59 (Budget Bill) amended Sections 955.01, 955.05, 955.06, 955.07, 955.08 and 955.09 of the Revised Code regarding establishment of mandated options for dog registration for a 1 year dog license or 3 year dog license or permanent dog license effective December 1, 2013; and,

WHEREAS, Ohio House Bill 59 amended Section 955.14 (C) of the Revised Code regarding the fee amounts payable to the college of veterinary medicine for the Ohio State University for each dog and kennel registration; and,

WHEREAS, Ohio House Bill 59 amended Section 955.14 (A) of the Revised Code regarding an established the ratio for dog registration fees to \$2.00 for each year of dog registration, and \$20 for a permanent dog registration, which is not transferable; and,

WHEREAS, the Auglaize County Auditor is now required to annually administer a multi-option dog owner registration fee system effective December 1, 2013 beginning with the 2014 dog license renewal and purchase period; and,

WHEREAS, the Auglaize County Dog Warden is also available to assist in processing multi-year dog registrations; and,

WHEREAS, the following fees have been agreed to by the Board of County Commissioners and the Auglaize County Dog Warden Russ Bailey:

	<u>Effective December 1, 2013</u>
1 Year Dog License Fees	\$20.00 per dog per ORC 955.15, \$20.00 late fee penalty per ORC 955.05
3 Year Dog License Fees	\$60.00 per dog per ORC 955.14
Permanent Dog License Fee	\$200.00 per dog per ORC 955.14
Kennel Tag	\$100.00 per ORC 955.14 Plus \$1.00 each additional tag
OSU College of Veterinary Medicine	.10 cents – 1 Yr. .30 cents – 3 Yr. \$1.00 – Permanent per ORC 955.14

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize and adopt the above mentioned Dog License Fees for Auglaize County.

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

Adopted this
8th day of
August, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula *yes*
Don Regula

John N. Bergman *yes*
John N. Bergman

Douglas A. Spencer *yes*
Douglas A. Spencer

cc: County Auditor
County Dog Warden