

IN THE MATTER OF APPROVING AND AUTHORIZING A WAGE INCREASE FOR THE YEAR 2018 FOR THE EMPLOYEES AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has determined that a 2% wage increase will be given to the employees at the Auglaize County Department of Job and Family Services employees, effective with pay period beginning December 14, 2017.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize an increase of 2% for the employees at the Auglaize County Department of Job & Family Services, effective December 14, 2017, as mentioned above.

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

Adopted this
14th day of
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: County Department of Job & Family Services –
Michael Morrow

Julie Gossard, Fiscal Officer

Deputy Clerk – Lori Yahl

County Commissioners Office
Auglaize County, Ohio
December 14, 2017

NO. 17-514

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 14th day of December, 2017.

Commissioner Spencer 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>
420307	\$ 5,066.00	Prenger Implement Store, Inc.
420322	\$ 15,000.00	Matrix Pointe Software
420327	\$215,304.00	MPRMA
420334	\$ 1,900.00	Varidesk LLC
420377	\$ 552.00	Pathology Lab
420409	\$ 13,359.00	Auglaize County Treasurer
420415	\$ 425.00	Matthew Sexton

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

Adopted this
14th day
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

✓cc: County Auditor

IN THE MATTER OF AUTHORIZING ADJUSTMENTS TO THE 2017 APPROPRIATION BUDGETED AS REQUESTED BY THE COUNTY AUDITOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Janet Schuler, County Auditor has submitted the following request to the Board of County Commissioners:

December 13, 2017

Board of County Commissioners,

After comparing actual revenue received in 2017 vs. the 2017 appropriations, the following expenditures need reduced:

DECREASE:

017.0017.530400	-	3,113.07
017.0017.530600	-	1,300.00
035.0035.530601	-	35,226.18
035.0035.530602	-	44,200.00
038.0038.530300	-	23.52
038.0038.530600	-	101,976.48
038.0038.530900	-	18,000.00
078.0078.530600	-	500.00
085.0085.535800	-	1.00
086.0086.530601	-	152,808.00
086.0086.531000	-	6,667.93
093.0093.540200	-	9,451.33
098.0098.540200	-	8,118.03
100.0016.535800	-	4,511.87
102.0016.535800	-	30.97
105.0016.535800	-	18.14
106.0016.535800	-	193.90
121.0016.535800	-	98.60
196.0196.531000	-	53.80
200's	-	15,932.41
300.0300.535900	-	375,336.91
640.0640.503200	-	7.32
400.0400.535900	-	6,776.11
919.0919.531000	-	25.00

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the appropriation budget adjustments as requested and listed above.

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

Adopted this
14th day of
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: County Auditor

County Commissioners Office
Auglaize County, Ohio
December 14, 2017

NO. 17-516

IN THE MATTER OF THE AUGLAIZE COUNTY COMMISSIONERS CERTIFYING TO THE AUGLAIZE COUNTY AUDITOR, MILE CREEK JOINT DITCH ASSESSMENT TO BE PLACED ON THE 2017 TAX DUPLICATE FOR ASSESSMENT.

The Board of Auglaize County Commissioners met in regular session on the 14th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Mercer County Commissioners, as Mercer County is the lead county in the Mile Creek Joint County Ditch project, has informed the Auglaize County Commissioners that the Mercer County Engineer's Office, as defined in Section 6137.03 of the Ohio Revised Code, respectfully requested that the Mile Creek Joint County Ditch to be placed on the 2017 tax duplicate for collection in 2018 for the maintenance assessment; and,

WHEREAS, Mercer County Commissioners, in turn, has requested that Auglaize County Commissioners certify to the Auglaize County Auditor the maintenance assessment of 2% be placed on the 2017 tax duplicates of land owners involved in the Mile Creek Joint Ditch project, for collection in 2018.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the placement of the Mile Creek Joint County Ditch on the 2017 tax duplicates for collection in 2018 for a 2% maintenance assessment; and,

BE IT FURTHER RESOLVED that the ditch assessment placed on the tax duplicate for 2017 is hereby levied and directed to be certified to the Auglaize County Auditor for collection in the manner prescribed by law.

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

Adopted this
14th day of
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spender
Douglas A. Spender

Don Regula
Don Regula

cc: Auglaize County Auditor
 Auglaize County Engineer
 Mercer County Commissioners

CERTIFICATION

As duly appointed Clerk of the Board of County Commissioners, Auglaize County, Ohio, I do hereby certify that the attached is a true and correct copy of Resolution No. _____ passed and approved by the Board County Commissioners of Auglaize County, Ohio, on December 14, 2017.

Dated: _____

Esther Leffel, Clerk
Board of County Commissioners
Auglaize County, Ohio

IN THE MATTER OF APPROVING AN AGREEMENT WITH BONNIE WURST AS AN EDUCATION SPECIALIST FOR THE AUGLAIZE COUNTY SOLID WASTE/RECYCLE DISTRICT; AUTHORIZES THE EXECUTION OF SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to the Auglaize County Solid Waste District Plan, the Board of County Commissioners are desirous of securing a person to conduct an educational program for recycling and litter prevention within the county; and,

WHEREAS, Solid Waste Coordinator Scott Cisco reported that having Bonnie Wurst as the Education Specialist for the past few years, has proven to be advantageous in sharing the message about all aspects of recycling and litter prevention with persons of all ages throughout the County; and,

WHEREAS, Bonnie Wurst has agreed to serve another year as the Education Specialist for recycle and litter prevention at the rate of compensation not to exceed \$7,000.00. The hourly rate for the Education Specialist shall not exceed thirty dollars (\$30.00) per hour for teaching services. The hourly rate for the Education Specialist shall not exceed fifteen dollars (\$15.00) for the attendance of the services events (i.e. County Fair). The Education Specialist will be allotted up to four hours of preparation time at (\$15.00) per hour and allotted up to ten hours of conference time at (\$15.00) per hour. The Education Specialist shall be responsible for monitoring ongoing billing statements to the Board and shall inform the Board and cease all work under this Agreement once the compensation cap listing above has been met. The agreement to commence on January 1, 2018 and terminating December 31, 2018 or upon expenditure of available funds, whichever occurs first.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Education Specialist Agreement by and between Bonnie Wurst, Independent Contractor and the Auglaize County Board of Commissioners as presented to the Board; and,

BE IT FURTHER RESOLVED that said Board authorizes the execution of said agreement.

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

Adopted this
14th day of
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: Solid Waste Coordinator – Scott Cisco
Bonnie Wurst

EDUCATION SPECIALIST AGREEMENT

By and between

BONNIE WURST, INDEPENDENT CONTRACTOR

And the

AUGALIZE COUNTY BOARD OF COMMISSIONERS

This agreement entered into this 14th day of December 2017, by and between the Auglaize County Board of Commissioners, on behalf of the Auglaize County Solid Waste District, P. O. Box 603, Saint Marys, Ohio 45885, hereinafter called the "Board" and Bonnie Wurst, hereinafter called the "Education Specialist."

Whereas, the Board, desires to enter into an Agreement with the Education Specialist for education services in recycling and litter prevention; and

Whereas the Education Specialist does provide professional services in this area for integrated solid waste management; and now, therefore.

Be it agreed by and between the parties hereto as follows:

Scope of Service.

1. Education Specialist agrees to perform the educational services for the county as directed by The Solid Waste Management District Coordinator, hereinafter "coordinator", of Auglaize County.
2. The Education Specialist will perform work to complete presentations and activities for teachers and students in the Auglaize County Schools, County Fair, Camps, special interest groups and any other event, at the request of the Coordinator, to educate the group or organization on recycling and litter prevention. Upon such request, the Education Specialist shall be responsible for all aspects of the presentation including scheduling.
3. The Education Specialist will provide the Coordinator with an updated written schedule of presentations the first of each month by email. In the event of cancellation or rescheduling during the current week, the Education Specialist will notify the Coordinator to update the schedule.
4. The Education Specialist will provide the Coordinator with a monthly detailed billing Statement by the third of the following month, which will list the teaching hours worked itemized by school.
5. Subject matter and contents of the presentations will address recycling and litter prevention.

The Board reserves the right to review such presentations to determine whether, in the opinion of the Board or its designee, the Coordinator, the results are effective.

6. The Education Specialist must provide the Board with proof that she is maintaining her qualifications as an education specialist by showing proof of attendance at appropriate educational seminars to acquire advance training in the recycling and litter prevention curriculum.

Duration of Agreement.

The Agreement will commence January 1, 2018 and terminate December 31, 2018 or upon expenditure of available funds, whichever occurs first.

In the event the funding for this program is not available from the Auglaize County Solid Waste District, the Board has no further obligation to fund this program and the Agreement shall terminate as set forth in the Termination clause of this Agreement.

Compensation.

The Education Specialist shall be compensated in an amount not to exceed Seven thousand dollars (\$7,000.00) for work listed in the scope of services subject to the limitations set forth herein. The Education Specialist will invoice the County on a monthly basis for the hours worked. The hourly rate for the Education Specialist shall not exceed thirty dollars (\$30.00) per hour for teaching services. The hourly rate for the Education Specialist shall not exceed fifteen dollars (\$15.00) for the attendance of the service events (i.e. County Fair). The Education Specialist will be allotted up to four hours of preparation time at (\$15.00) per hour and allotted up to ten hours of conference time at (\$15.00) per hour. The Education Specialist shall be responsible for monitoring ongoing billing statements to the Board and shall inform the Board and cease all work under this Agreement once the compensation cap listed above has been met.

The Education Specialist shall be responsible for travel to the locations of the presentations, seminars or activities, and the County will not compensate her for the same. The County will pay an hourly wage for the attendance of seminars up to the allotment established in the paragraph above.

The Education Specialist shall provide all materials and supplies necessary to complete the services under This Agreement, including, but not limited to office space, office supplies, mailing service, telephone access and the educational materials necessary to perform presentations and activities.

Independent Contractor

The Education Specialist shall at all times be an independent contractor when acting under this Agreement. The Board is concerned with results, and the manner and methods used to

achieve the desired results are solely within the Education Specialist's discretion, subject only to the terms of this Agreement and the requirements that state and federal law places upon the parties, and provided that the Education Specialist acts lawfully, fairly, and honorably.

The Education Specialist, as an independent contractor, agrees to assume responsibility for reporting, withholding, and/or paying any taxes as may be incident hereto, including, but not limited to federal, state, and local taxes; and, she hereby releases the Board, its officers, employees, and agents from any and all claims, demands, actions and causes of action whatsoever as may arise or be attributed to days of service or compensation therefrom, holding and indemnifying the Board its officer, employees, and agents safe and harmless therefrom.

Responsibility of the Board.

The Board, through its Coordinator, may authorize the Education Specialist to participate in any other activity that is related to recycling/litter prevention management or educating and will benefit the interests of the County.

Reporting.

The Education Specialist will work cooperatively with the Board and Auglaize County Solid Waste Management District and upon request, the Education Specialist will provide appropriate reporting regarding education activities listed in the scope of service.

Agreement Modification.

This agreement constitutes the entire agreement between the parties and any changes or modifications to the Agreement shall be by agreement of the parties in writing and attached hereto.

Termination of the Agreement.

The Board may terminate this Agreement immediately, with or without cause, upon written notice to the Education Specialist.

In the event of such termination, any reports or information prepared by the Education Specialist under this Agreement shall, upon written request of the Board, become its Property within thirty (30) days of receipt of said written notice. The Education Specialist shall forward the reports and information to the Board and the Education Specialist shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.

The obligation to provide service under this Agreement may be terminated by the Education Specialist upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the

Education Specialist.

Notices.

Any and all notices of intent to modify or terminate this Agreement by the Education Specialist shall be mailed to:

Auglaize County Board of Commissioners
209 South Blackhoof St., Room 201
Wapakoneta, Ohio 45895

Any and all notices of intent to modify or terminate this agreement by the Board shall be Mailed to:

Bonnie Wurst
205 East Benton Street
Wapakoneta, Ohio 45895

Hold Harmless/Indemnification.

The Education Specialist will defend, indemnify, protect, save, and hold harmless the Board its officers, employees, agents, and fiduciaries from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, including court costs and attorney fees, arising from the performance under this Agreement, including but not limited to (a) negligent, reckless, or willful and wanton acts, errors, or omissions, including malfeasance, nonfeasance, or misfeasance by the Education Specialist, her agents, employees, licensees, contractors, or subcontractors arising from; (b) the failure of the education specialists, her agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Education Specialist, her agents, employees, licensees, contractors or subcontractors that result in injury to persons or damage to property.

This clause shall survive the termination of the Agreement.

Insurance.

The Education Specialist shall be responsible for procuring and maintaining adequate insurance for herself and her employees including but not limited to Workers Compensation insurance and Automobile Liability Insurance.

Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Otherwise the stricken provision or part thereof shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as

possible to expressing the intention of the stricken provision.

Counterparts; Captions.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

IN WITNESS THERE OF, the parties have executed this instrument on

December 14, 2017

WITNESS

Ester Duffel

BONNIE WURST

Bonnie Wurst

WITNESS

Ester Duffel

FOR THE BOARD OF COUNTY
COMMISSIONERS, AUGLAIZE
COUNTY, OHIO.

Douglas A. Spender
Douglas A. Spender, President

John N. Bergman
John N. Bergman, President

Don Regula
Don Regula

IN THE MATTER OF AUTHORIZING A FINANCIAL COMMITMENT TO SUPPORT THE LAKE MANAGER POSITION BY THE GRAND LAKE ST. MARYS RESTORATION COMMISSION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on January 24, 2012, the Board of Commissioners adopted Resolution #12-047 approving financial support for three years for a Lake Manager under the Grand Lake Saint Marys Restoration Commission to oversee efforts to improve and enhance the quality of the water at Grand Lake; and,

WHEREAS, the Grand Lake Saint Marys Restoration Commission is requesting continued financial support via a commitment of \$7,500 a year towards the Lake Manager Position for the next three years; and,

WHEREAS, a fund has been established at the Mercer County Civic Foundation for this purpose; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the first payment for \$7,500.00 made payable to the Mercer County Civic Foundation in January, 2018. The second and third payment of \$7,500.00 each shall be made in January of 2019 and January 2020; and,

BE IT FURTHER RESOLVED that said Board authorizes the Clerk of the Board to proceed with the necessary steps to cause the payment of \$7,500.00, made payable to Mercer County Civic Foundation for the years 2018, 2019 and 2020 as such obligations become due and payable.

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

Adopted this
14th day of
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman
Douglas A. Spencer
Douglas A. Spencer
Don Regula
Don Regula

cc: Clerk of the Board
Mercer County Civic Foundation

IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE SPECIAL SESSIONS OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

WHEREAS, the Board must set special sessions for the purpose of attending the JFS Christmas luncheon on Monday, December 18, 2017 from 11:30 a.m. – 1:00 p.m. at Marley's, Wapakoneta, Ohio; and for attending the Municipal Court Judge Gary Herrman's Retirement Reception on Monday, December 18, 2017 from 2:00 p.m. – 4:00 p.m. at the Auglaize County Municipal Court, Courthouse, Wapakoneta, Ohio or until the conclusion of the meetings.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Monday, December 18, 2017 from 11:30 a.m. – 1:00 p.m. and does hereby set Monday, December 18, 2017 from 2:00 p.m. – 4:00 p.m. or until such time as the meeting is concluded at the location so named above as the date, time and place to convene special sessions for said Board for the purposes as set forth; and,

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

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

Adopted this
14th day of
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: newspapers

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2017, in the County Commissioner's meeting room, 209 S. Blackhoof St., Wapakoneta, Ohio, with the following members present: John N. Bergman, Douglas A. Spencer and Don Regula.

Commissioner Spencer introduced the following resolution and moved its passage:

RESOLUTION

RESOLUTION APPROVING, SOLELY FOR THE PURPOSE OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, THE ISSUANCE OF HOSPITAL FACILITIES REVENUE BONDS, SERIES 2017 (OTTERBEIN HOMES OBLIGATED GROUP), BY THE COUNTY OF WARREN, OHIO; AUTHORIZING A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THAT APPROVAL; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, Otterbein Homes (the "Corporation"), Otterbein Lebanon, LLC ("Lebanon"), Otterbein St. Marys, LLC ("St. Marys"), all Ohio non-profit entities, plan to undertake the financing or refinancing and construction of "hospital facilities" (as that term is defined in Section 140.01, Ohio Revised Code) (the "Hospital Facilities") to be located within the County of Auglaize, Ohio (the "County") and within the County of Warren, Ohio ("Warren County") and have represented to the County and Warren County that it would be more economic and efficient to have one political subdivision of the State of Ohio issue revenue bonds to finance the Hospital Facilities located in the County and Warren County; and

WHEREAS, Section 140.03, Ohio Revised Code, provides a procedure by which the County and Warren County may enter into an agreement pursuant to which Warren County may issue Hospital Facilities Revenue Bonds, Series 2017 (Otterbein Homes Obligated Group) (the “2017 Bonds”) in an aggregate principal amount estimated not to exceed \$16,000,000 to finance or refinance and construct the Hospital Facilities, and the County and Warren County plan to enter into such an Agreement (the “Public Hospital Agencies Agreement”) in connection with the issuance of the 2017 Bonds; and

WHEREAS, the Corporation has signed and delivered an indemnification agreement, agreeing to indemnify the County and hold it harmless against any liability and expense of the County relating to the Public Hospital Agencies Agreement or the 2017 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Auglaize County, Ohio:

SECTION 1. That at least two members of the Board of County Commissioners (the “Board”) be and they are hereby authorized and directed to execute and enter into on behalf of the County, a Public Hospital Agencies Agreement with Warren County to authorize the Warren County to issue the 2017 Bonds for the purpose of financing and constructing Hospital Facilities.

SECTION 2. That the Public Hospital Agencies Agreement authorized in Section 1 of this resolution shall be substantially in the form presented to the Board and on file with the Clerk of this Board (the “Clerk”), with such changes as are not substantially adverse to the County and as are approved by the Board, which approval shall be conclusively evidenced by the signing of the Public Hospital Agencies Agreement by at least two members of the Board.

SECTION 3. That the Clerk and the members of this Board, as appropriate, be and they are hereby authorized and directed to execute and deliver on behalf of the County such other

certificates, documents and instruments in connection with the County's approval of the Bonds and signing and delivery of the Public Hospital Agencies Agreement as may be required, necessary or appropriate, including, without limitation, conveyances of title to real and personal property, and terminations of financing statements and other releases of security interests in property, such instruments to be prepared by and at the expense of the Corporation and to be in such form as may be approved by the Board, which approval shall be conclusively evidenced by the execution thereof by the members of this Board.

SECTION 4. That this Board, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves, but solely for the purpose of that Section 147(f), the issuance of the 2017 Bonds in the maximum principal amount of not to exceed \$16,000,000, the proceeds of which will be used to finance and refinance the acquisition, construction, installation and equipping of Hospital Facilities within the County and Warren County. The Corporation has represented to the County that the proceeds of the 2017 Bonds will be used to finance the (i) acquisition, construction and equipping of (a) sixteen independent living patio home units to be located at 11230 State Route 364, St. Marys, Ohio 45885, at an approximate cost of \$3,500,000, which will be owned or operated by either the Corporation or St. Marys, and (b) the renovation and repurposing of the Campus Center Building, including the skilled nursing facility, to be located at 580 N. State Route 741, Lebanon, Ohio 45036 and 585 N. State Route 741, Lebanon, Ohio 45036, at an approximate cost of \$12,500,000, which will be owned or operated by either the Corporation or Lebanon, (ii) payment of capitalized interest on the 2017 Bonds and (iii) payment of certain costs of issuance incurred in connection with the 2017 Bonds. The foregoing approval is given solely

to satisfy the requirements of said Section 147(f) and does not obligate the County in any way with respect to the 2017 Bonds.

SECTION 5. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board any of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

Commissioner Regula seconded the motion and the roll being

called for passage of the foregoing resolution, the vote thereon resulted as follows:

John N Bergman
John N. Bergman

yes

Douglas A. Spence
Douglas A. Spencer

yes

Don Regula
Don Regula

yes

PASSED this 14th day of December, 2017.

Cotton Helled
Clerk

#11803911v2

INDEMNITY AGREEMENT

THIS AGREEMENT is entered into as of ~~December 14~~, 2017, between OTTERBEIN HOMES, an Ohio nonprofit corporation (the “Borrower”), and the COUNTY OF AUGLAIZE, OHIO, a county organized and existing under the laws of the State of Ohio (the “County”), under the following circumstances:

- A. The Borrower has undertaken to construct certain facilities in Auglaize County, Ohio (the “Project”).
- B. The Borrower wishes to have costs of the Project financed with the proceeds of revenue bonds (the “Bonds”) issued by the County of Warren, Ohio (the “Issuer”) pursuant to the authority of Section 140.03 of the Ohio Revised Code.
- C. The Borrower has requested that the County, as the “applicable elected representative” of the County as defined in Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), approve the Bonds, as required by said Section 147(f).
- D. The Borrower has requested that the County enter into a public hospital agencies agreement with the Issuer (the “Agreement”) authorizing that the proceeds of the Bonds be spent in the County.
- E. In order to obtain the benefits of the Project for the residents of the County, the County wishes to encourage the Borrower to proceed with the Project and has determined to approve the use of the proceeds of the Bonds to be spent in the County.

NOW, THEREFORE, the Board of County Commissioners of the County of Auglaize, Ohio, and the Borrower agree as follows:

1. The County shall have no financial responsibility with respect to the Bonds, the Agreement or the Project.
2. In order to induce the County to approve the use of the proceeds of the Bonds in the County in furtherance of the Project and to enter into the Agreement, the Borrower hereby agrees to defend, indemnify and hold the County and its officials harmless from and against any and all loss, cost, expense, claims or actions, including costs of legal counsel to the County, arising out of or connected with the County’s approval of the Bonds and signing and delivery of the Agreement and the consummation of the transactions provided for herein and contemplated hereunder.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its authorized representative, as of the day and year first above written.

OTTERBEIN HOMES

By: 

Title: Executive / CFO

Accepted as of the date first above written

COUNTY OF AUGLAIZE, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its authorized representative, as of the day and year first above written.

OTTERBEIN HOMES

By: _____

Title: _____

Accepted as of the date first above written

COUNTY OF AUGLAIZE, OHIO

By: *John N. Bergman*
County Commissioner

By: *Elizabeth Spence*
County Commissioner

By: *Don R. Rogers*
County Commissioner

PUBLIC HOSPITAL AGENCIES AGREEMENT

By And Between

COUNTY OF WARREN, OHIO

And

COUNTY OF AUGLAIZE, OHIO

Dated as of December 1, 2017

PUBLIC HOSPITAL AGENCIES AGREEMENT
BETWEEN
COUNTY OF WARREN, OHIO
And
COUNTY OF AUGLAIZE, OHIO

THIS AGREEMENT (the "Agreement"), is made and entered into as of the first day of December, 2017 by and between the COUNTY OF WARREN, OHIO (the "Issuer") and the COUNTY OF AUGLAIZE, OHIO (the "County"), each of which is a political subdivision of the State of Ohio constituting "public hospital agencies" as that term is defined in Section 140.01, Ohio Revised Code, including the Issuer, being herein referred to as the "Public Hospital Agencies", which have heretofore adopted or will, by appropriate resolutions, solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, approve the issuance of health care facilities revenue bonds (the "Bonds" as further described hereafter) by the Issuer in order to finance and/or refinance the acquisition, construction, renovation and equipping of "hospital facilities", as that term is defined in Section 140.01, ("Hospital Facilities") Ohio Revised Code, further described herein, located within the geographic bounds of the Issuer and the County (collectively, the "Project" as further described hereafter) for Otterbein Homes, an Ohio non-profit corporation (the "Corporation"), Otterbein Lebanon, an Ohio non-profit corporation ("Lebanon") and Otterbein St. Mary's, an Ohio non-profit corporation ("St. Mary's), each of which constitutes a "nonprofit hospital agency" as that term is defined in Section 140.01, Ohio Revised Code.

WHEREAS, at the request the Corporation, Lebanon and St. Mary's, the Board of County Commissioners of the Issuer has determined to authorize the issuance of not to exceed \$16,000,000 of County of Warren, Ohio Hospital Facilities Refunding Revenue Bonds, Series 2017 (Otterbein Homes Obligated Group) (the "Bonds"), the proceeds of which will be made available (a) to finance the acquisition, construction, renovation, repurposing, installation and equipping of certain Hospital Facilities, including, without limitation, the acquisition, construction, installation and equipping of (i) sixteen independent living patio housing units to be located at 11230 State Route 364, St. Mary's, Ohio 45885 at the approximate cost of \$3,000,000, the initial owner, operator or manager of which will either be the Corporation and/or St. Mary's and (ii) the renovation and repurposing of the Campus Center Building, including the skilled nursing facility located at 580 N. State Route 741, Lebanon, Ohio 45036 and 585 N. State Route 741, Lebanon, Ohio 45036 (collectively, the "Lebanon campus"), at the approximate cost of \$13,000,000, the initial owner, operator or manager of which will either be the Corporation or Lebanon (items (i) and (ii) above being hereafter referred to as the "Project"), (c) to capitalize interest on the Bonds and (d) to pay costs of issuance associated with the issuance of the Bonds; and

WHEREAS, the Corporation has provided information and representations to the Public Hospital Agencies about the Bonds and the Project and has signed and delivered an indemnification agreement agreeing to indemnify the County and hold it harmless against any liability and expense relating to this Agreement or the Bonds; and

WHEREAS, pursuant to the Constitution and Laws of the State of Ohio, and particularly Chapter 140, Ohio Revised Code, Ohio, political subdivisions are authorized to issue revenue bonds for the purpose of financing or refinancing all or part of the cost of Hospital Facilities suitable for use by any participating hospital agency and to lease such Hospital Facilities to such participating hospital agency, which lease must provide for the rentals by such participating hospital agency sufficient to amortize the debt service on such revenue bonds; and

WHEREAS, the Public Hospital Agencies are authorized by Section 140.03, Ohio Revised Code to cooperate and act jointly in exercising powers, privileges, and authority capable of exercise by the Public Hospital Agencies in their respective individual capacities; and

WHEREAS, based, solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, on the representations of the Corporation, it is determined and declared that it is necessary and for the best interests of the citizens, residents, and inhabitants of the respective jurisdictions served by the Public Hospital Agencies, that the Public Hospital Agencies cooperate in taking action to provide financing for the Project and promote the public health, safety, and general welfare of the jurisdictions served by the Public Hospital Agencies and by the Project, so that the Corporation, Lebanon and St. Mary's may acquire, construct, renovate, repurpose, install and equip the Project, to promote the public purpose set forth in Section 140.02, Ohio Revised Code and reduce the cost of patient care and to provide a savings to the parties and others who must pay for such care; and

WHEREAS, based, solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, on the representations of the Corporation, it is determined and declared that the Project and this Agreement will better provide for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, it is necessary, desirable, and authorized by Chapter 140, Ohio Revised Code that the County approve, but solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance by the Issuer of the Bonds to provide funds to finance the costs of the Project; and

WHEREAS, it is deemed advisable that the Public Hospital Agencies enter into this Agreement to authorize the Issuer to issue the Bonds, the proceeds of which shall be used to finance the Project, all of which will promote the public purposes stated in Section 140.02, Ohio Revised Code; and

WHEREAS, the Issuer intends to issue the Bonds in order to finance the acquisition, construction, installation and equipping of the Project;

NOW, THEREFORE, THE COUNTY OF WARREN, OHIO AND COUNTY OF AUGLAIZE, HEREBY AGREE AS FOLLOWS:

ARTICLE I

ISSUANCE OF BONDS BY PUBLIC HOSPITAL AGENCIES

The Public Hospital Agencies hereby jointly associate for the purpose of authorizing the Issuer to issue the Bonds to finance the portion(s) of the Project (as defined in the Preambles hereto) within their respective boundaries pursuant to Chapter 140, Ohio Revised Code. The Issuer has adopted a resolution authorizing the execution of this Agreement and approving the issuance of the Bonds. The Bonds will be special obligations of the Issuer and are not obligations of or issued on behalf of the County.

The Hospital Facilities financed from the proceeds of the Bonds shall be leased by the Corporation or its affiliates to the Issuer and subleased pursuant to the provisions of Section 140.05, Ohio Revised Code, by the Issuer to the Corporation or its affiliates and the proceedings authorizing such Bonds may provide for the pledging of all or any part of the hospital receipts, as defined in Section 140.01, Ohio Revised Code (the "Hospital Receipts"), and the investment income therefrom, to be received by or on behalf of the Issuer pursuant to such sublease agreement entered into in connection with the issuance of the Bonds, and such proceedings may provide that, as security for the Bonds, the Issuer agrees to pledge, and/or grant security interests in such Hospital Receipts, and in any other funds or revenues contributed to or received by the Public Hospital Agencies in connection with such Project; such pledged Hospital Receipts will be assigned by the Issuer to the trustee for the bondholders.

The Public Hospital Agencies contemplate and specifically authorize the Issuer to carry out all actions necessary to implement the Project and issue the Bonds, and the Issuer hereby accepts the authorization to act in such capacity.

ARTICLE II

ADDRESSES AND PLACES OF BUSINESS

The principal offices and places of business of the Public Hospital Agencies shall be as follows:

Issuer:	County of Warren, Ohio County Administration Building 406 Justice Drive Lebanon, Ohio 45036 <u>Attn:</u> Clerk, Board of County Commissioners
County of Auglaize, Ohio	County of Auglaize, Ohio 209 S. Blackhoof Street, Room 201 Wapakoneta, Ohio 45895-1972 <u>Attn:</u> Clerk, Board of County Commissioners

ARTICLE III

DURATION

This Agreement shall be effective from and after its execution by the Public Hospital Agencies. The duration of this Agreement from and after said effective date shall be until the date of final payment and retirement of all Bonds issued by the Issuer pursuant to this Agreement. The only Bonds authorized to be issued pursuant to this Agreement shall be Bonds issued to finance the acquisition, construction, installation and equipping of the Project.

ARTICLE IV

NO SEPARATE GOVERNING BODY; COSTS

There shall be no separate governing body of this Agreement. The Agreement is undertaken jointly by the Public Hospital Agencies, and all actions pursuant to this Agreement, other than the resolution adopted by the County authorizing this Agreement and approving the Issuer's issuance of the Bonds, shall be undertaken by the Issuer, with all proceedings and documents being signed by authorized representatives of the Issuer, and the Bonds may be executed with the manual or facsimile signature of the appropriate official or officials of the Issuer.

The County shall have no financial obligation with respect to the Bonds or the Project. With respect to the Issuer, the financing for the Project shall be provided from the proceeds from the sale of the Bonds, earnings thereon, Hospital Receipts from the Corporation and fees paid in connection with the Project, and the Issuer shall not be obligated to provide funds for the Project from any other sources, and shall not be required to establish and maintain a budget for the Project or for the refunding of the Prior Bonds.

ARTICLE V

TERMINATION OF AGREEMENT; WITHDRAWAL OF PUBLIC HOSPITAL AGENCIES; AMENDMENTS

(a) Any Public Hospital Agency may terminate this Agreement and withdraw its approval of the proposed Project at any time prior to the issuance of the Bonds, upon thirty days' written notice to the other Public Hospital Agencies, and may otherwise withdraw upon such notice upon the following conditions:

- (1) Such termination at that time shall not, in the opinion of recognized Bond Counsel, constitute an act of default in connection with any outstanding bonds, or any obligation(s) of such terminating Public Hospital Agency under any agreement with any of the other Public Hospital Agencies; and
- (2) This Agreement may be amended at any time, including, without limitation, amendments which add additional public hospital agencies as parties to

this Agreement, with the written consent of all parties hereto to such amendment or amendments, without any further action being necessary with respect to such amendment or amendments.

ARTICLE VI

BONDS SHALL NOT CONSTITUTE OBLIGATIONS OF THE COUNTY OR GENERAL OBLIGATION INDEBTEDNESS OF THE ISSUER, AND NO OFFICIAL SHALL HAVE ANY PERSONAL LIABILITY FOR BONDS OR ANY INDEBTEDNESS IN CONNECTION THEREWITH

Bonds issued pursuant to this Agreement shall be revenue obligations of the Issuer, payable solely from and secured by a pledge of the proceeds of the Bonds until disbursed, the investment of such proceeds (including loans purchased with such proceeds), and all revenues, funds, proceeds of insurance, and other assets pledged under the trust indenture authorizing and securing the Bonds, which amount shall be pledged to be set aside as a special fund or funds for that purpose, and such Bonds shall not constitute general obligations, debt or bonded indebtedness of the Issuer or any Public Hospital Agency within the meaning of the Constitution and laws of the State of Ohio and the holders or owners thereof shall not be given the right, and shall have no right, to have excises or taxes levied for the payment of bond service charges. The Bonds shall not be obligations of the County.

None of the officials of the Public Hospital Agencies, or of any of the members of the legislative bodies of the jurisdictions served by the Public Hospital Agencies or their officers or employees, shall be liable in their personal capacities on such Bonds, bond proceedings, other agreements or the contract created pursuant to this Agreement.

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

ARTICLE VII

MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Warren, Ohio by its duly authorized officers, duly authorized by proceedings of its Board of County Commissioners as of the date first above written.

COUNTY OF WARREN, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

IN TESTIMONY WHEREOF, witness the execution hereof by the County of Auglaize Ohio by its duly authorized officers, duly authorized by proceedings of its Board of County Commissioners as of the date first above written.

COUNTY OF AUGLAIZE, OHIO

By: *John N. Bergsma*
County Commissioner

By: *Doreen A. Jensen*
County Commissioner

By: *Don Regula*
County Commissioner

#11803956v1

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY SHERIFF SOLOMON.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 3, 2017, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2017 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the (193) 2016 IDEP Grant Fund by \$5,249.54; and,

WHEREAS, Sheriff Allen Solomon requested that the Board amend the 2017 Annual Appropriation to reflect the following increase:

Increase – 193.0193.540200 (Reimbursement) by \$5,249.54.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2017 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this
14th day of
December, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: County Auditor - Janet Schuler
County Administrator
Sheriff