

IN THE MATTER OF AUTHORIZING THE EMPLOYMENT OF MICHAEL K. HENSLEY TO THE POSITION OF COUNTY ADMINISTRATOR FOR THE BOARD OF COUNTY COMMISSIONERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of November, 2011.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, with the position of the Auglaize County Administrator for the Board of Auglaize County Commissioners being vacated, effective January 31, 2012, the Board gave advertisement for interested parties to submit a resume and a completed application for employment for said position; and,

WHEREAS, the Auglaize County Administrator position is to assist in the administration, enforcement and execution of the policies and resolutions of the Board of County Commissioners; and,

WHEREAS, the Commissioners reviewed all resumes as received and performed interviews of selected candidates; and,

WHEREAS, after much deliberation, the Commissioners determined to offer the position of County Administrator to Michael K. Hensley; and,

WHEREAS, Mr. Hensley was contacted about filling the County Administrator's position and accepted with the effective date of employment as Assistant County Administrator for the Board of Auglaize County Commissioners being December 15, 2011 with a starting wage of \$2,308.00 bi-weekly. Effective on February 1, 2011, pursuant to Ohio Revised Code Sections 305.29 and 305.30, Mr. Hensley will assume the position of Auglaize County Administrator at the same rate of pay.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the employment of Michael K. Hensley as the Assistant County Administrator at the bi-weekly rate of \$2,308.00, effective December 15, 2011. Effective on February 1, 2011 Mr. Hensley will assume the position of Auglaize County Administrator at the same rate of pay.

BE IT STILL FURTHER RESOLVED that said Auglaize County Administrator Agreement be hereto attached and thus be made a part of this Resolution.

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

Adopted this
29th day of
November

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: Michael K. Hensley
Deputy Auditor – Marty Metz

AUGLAIZE COUNTY EMPLOYMENT AGREEMENT

This agreement is made and entered into this 29th day of November, 2011, by and between the AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as "EMPLOYER" and Michael K. Hensley hereinafter referred to as "EMPLOYEE" upon the following terms and conditions:

1. The parties agree that, as of the 15th day of December, 2011 Mr. Hensley will assume the position of Assistant County Administrator of Auglaize County. Effective February 1, 2012, pursuant to Ohio Revised Code Sections 305.29 and 305.30. Mr. Hensley will assume the position of Auglaize County Administrator.

2. EMPLOYEE agrees to faithfully perform the duties assigned to him by the EMPLOYER, as set forth in the position description hereto attached, to the best of his ability and to devote his full and undivided attention to the performance of said duties, under the control and direction of the EMPLOYER.

3. EMPLOYEE further agrees that in the performance of his duties he shall comply with all applicable state and federal laws and regulations and policies/procedures of the EMPLOYER for unclassified positions.

4. In consideration of such services, EMPLOYER agrees to pay EMPLOYEE compensation of an annual salary of \$ 60,008.00 payable bi-weekly at \$ 2,308.00.

5. EMPLOYEE shall receive vacation benefits at a rate as set forth by the ORC. Sick leave benefits shall be received at 4.6 hours per pay as set forth in Ohio Revised Code §124.38. Hospitalization insurance shall be in accordance with the county employee's insurance policy.

6. EMPLOYEE shall be entitled to (2) personal days starting January 1, 2012 with full pay each calendar year.

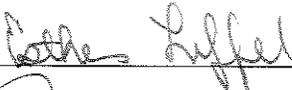
7. EMPLOYEE shall make all reasonable and diligent efforts to establish residency in Auglaize County within the term of this contract.

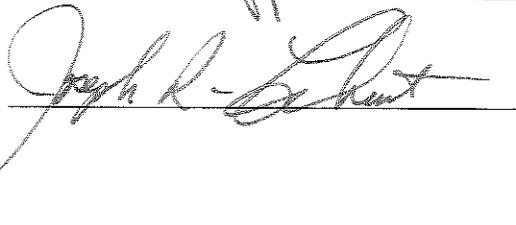
8. The EMPLOYEE is employed in an unclassified position with the EMPLOYER pursuant to O.R.C. 124.11 (3) (b). Therefore, the EMPLOYEE is employed pursuant to the "at-will" doctrine.

9. The EMPLOYEE or EMPLOYER may terminate the employment relationship at any time for any reason or no reason.

10. In the event of subsequent changes in state and federal law, regulations, mandate, or rule, which may modify, alter, abolish, any portion of this agreement, the parties shall be bound by any such change in applicable law or regulation.

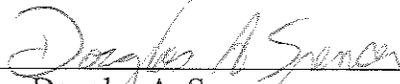
Signed and Acknowledged
in the presence of:





Board of County Commissioners
Auglaize County, Ohio

By: 

John N. Bergman


Douglas A. Spencer


Don Regula







Michael K. Hensley

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 29th day of November, 2011.

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>
356746	\$ 100.00	Nationwide Insurance Co.
356757	\$ 280.00	Grand Lake St. Marys Restoration CIC
356811	\$ 136.45	Auglaize County Treasurer
356812	\$ 35,700.00	City of Wapakoneta

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

Adopted this
29th day of
November, 2011

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 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 29th day of November, 2011.

Commissioner Regula 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 a special sessions on Monday, December 5, 2011 from 1:00 p.m. to 4:30 p.m. and Wednesday, December 7, 2011 from 1:00 p.m. to 4:00 p.m. to hold budget hearings with various departments heads and elected officials, held at the Commissioners Chambers, Wapakoneta, Ohio or until the conclusion of the business for the purpose stated above.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Monday, December 5, 2011 from 1:00 p.m. to 4:30 p.m. and Wednesday, December 7, 2011 from 1:00 p.m. to 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 a special sessions for said Board; and,

BE IT FURTHER RESOLVED that a copy of this Resolution 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 Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
29th day of
November, 2011

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: newspapers

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of November, 2011.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 6, 2011, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2011 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 for the Airport Rotary Fund (076) and Recycle Grant (017); and,

WHEREAS, County Auditor Janet Schuler, requested that the Board amend the 2011 Annual Appropriation to reflect the following increase:

Increase 076 Airport Rotary Fund – 076.0076.510200 (Salary) by \$2,000.00;

WHEREAS, Solid Waste Coordinator Dave Reichelderfer, requested that the Board amend the 2011 Annual Appropriation to reflect the following increase:

Increase 017 Recycle Grant Fund – 017.0017.530400 (Equipment) by \$5,000.00

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2011 Annual Appropriation Resolution be amended 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
29th day of
November, 2011

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 - Janet Schuler
Solid Waste – Dave Reichelderfer

IN THE MATTER OF THE AUGLAIZE COUNTY COMMISSIONERS ENTERING INTO A HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of November, 2011.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Department of Development, through its Office of Housing and Community Partnerships ("OHCP") administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio; and

WHEREAS, the Auglaize County Board of Commissioners has been determined to be an eligible recipient of CDBG and/or HOME funds; and

WHEREAS, the Auglaize County Board of Commissioners has been awarded CDBG and/or HOME funds from the State of Ohio, Department of Development, for use to finance eligible activities that may generate program income as defined herein; and

WHEREAS, the State of Ohio, Department of Development, has recognized the positive impact on community development initiatives when the use of program income is locally determined; and

WHEREAS, the State of Ohio, Department of Development, has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas served by the Revolving Loan Fund;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby enter into a Housing Revolving Loan Fund Administration Agreement with the State of Ohio, Department of Development, for a period commencing January 1, 2012 and expiring December 31, 2014; and

BE IT FURTHER RESOLVED, a copy of said agreement is attached and made a part hereof.

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

Adopted this
29th day of
November, 2011

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

REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the **Auglaize County Commission**, located at 209 S. Blackhoof St., Wapakoneta, Ohio (the "Grantee"), and shall be effective beginning **January 1, 2012** (the "Effective Date") and terminate **December 31, 2014** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer a Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # 11-451 on 11-29, 2011 (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Revolving Loan Fund Capitalization. Grantee shall deposit any and all Program Income, as defined herein, derived from CDBG Economic Development Program funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Revolving Loan Fund Account held by the Grantee. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG Economic Development Program funds. Furthermore, the Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's RLF Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

2. RLF Plan and Use of Funds. Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Within sixty (60) days after execution of this Agreement Grantee shall update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OCD RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's RLF Policies and Procedures Manual and the Local RLF Plan.

3. Loan Approvals. Grantee shall submit to Grantor a RLF Grant/Loan Review Report Form for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the closing of the Grantee's local RLF economic development loan or infrastructure project.

4. Reporting Requirements. Grantee shall submit semi-annual RLF Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 semi-annual RLF Report of each year from Grantor. Each RLF Report shall include information for both economic development and housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

5. Compliance with General CDBG Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

6. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

7. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

8. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

9. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

10. Suspension and Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

11. Subrecipient Agreements. Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

12. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 20f herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the

Revolving Loan Fund Administration Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

13. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a RLF as set forth in the OCD RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 10 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

14. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

15. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status, or ancestry. Grantee shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, veteran status or ancestry. Grantee shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, veteran status, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

16. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further 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.

17. Adherence to State and Federal Laws and Regulations.

a. General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement. Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the performance of the work authorized by this Agreement.

b. Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee 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 and may result in the loss of other contracts or grants with the State of Ohio.

18. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33.

20. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of the Grantor, to:

Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In the case of the Grantee, to:

Grantee Name: Auglaize County Commissioners

Address: 209 S. Blackhoof St.

City, State, Zip: Wapakoneta, Ohio 45895

Attention: John N. Bergman

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for

modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, and then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

j. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

k. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last day and year set forth below.

GRANTEE:

GRANTOR:

(Name)

State of Ohio
Department of Development

Christiane Schmenk
Director
Ohio Department of Development

By: John N. Bergman

By: _____

Printed Name: John N. Bergman

Printed Name: _____

Title: BOCC, President

Title: _____

Date: November 29, 2011

Date: _____

IN THE MATTER OF DOCUMENTING RECEIPT OF BIDS FOR THE CENTRAL DISPATCH RAISED FLOOR AND CONSOLE FURNITURE FOR THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS; BIDS GIVEN TO SHERIFF'S OFFICE FOR REVIEW AND COMPARISON.

The Board of Auglaize County Commissioners met in regular session on the 29th day of November, 2011.

Commissioner Regula moved the adoption of the following

RESOLUTION

WHEREAS, on November 1, 2011, Resolution #11-415, the Board of Auglaize County Commissioners set this date, November 17, 2011 at 3:00 p.m. to receive bids for the Central Dispatch Raised Floor and Console Furniture Project; and,

WHEREAS, those present for the bid opening were Lt. Steve Stienecker; and,

WHEREAS, the following bid was received for this project; same being:

Thomas Shelby & Co. Inc.	\$45,382.29
309 S. Park Drive	with an option of \$510.72 for each pedestal drawer
St. Marys, OH 45885	

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby document receipt of above mentioned bid for the Central Dispatch Raised Floor and Console Furniture project; and,

BE IT FURTHER RESOLVED that bid was given to the Sheriff's Office for their review and comparison with an award of bid being withheld possibly 90 days.

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

Adopted this
29th day of
November, 2011

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: Sheriff – Allen Solomon

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of November, 2011.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested by Sheriff Allen Solomon and County Auditor Janet Schuler to increase the Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, the requests are to amend the 2011 Annual Appropriation to reflect the following increases in the (059) Jail Commissary Fund and (014) Real Estate Assessment Fund:

- Increase 014.0012.530900 (Other Expenses) by \$2,000.00**
- Increase 059.0059.530600 (Contract Services) by \$ 12,718.19.**

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2011 Annual Appropriation Resolution be amended to show the increases 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
29th day of
November, 2011

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
Sheriff - Allen Solomon

**IN THE MATTER OF AUTHORIZING THE SECUREMENT OF NOTE FOR THE JACOB DITCH
IMPROVEMENT FROM FIRST NATIONAL BANK IN NEW BREMEN.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of November, 2011.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on November 3, 2011, in Resolution #11-418 the Board of County Commissioners authorized the securement of interest costs for note in the following amount for the balance of money needed to complete the following ditch improvement:

#11-418 Jacob Ditch project\$ 44,653.24;
and,

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

For Jacob Ditch Improvement Project:
First National Bank in New Bremen..... 3.35%
Minster Bank4.38%

and,

WHEREAS, the quotations were shared with County Auditor Janet Schuler, for her review and recommendation with said recommendation being to award the ditch note to First National Bank in New Bremen as said bank met the bid requirements for this project.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the securement of an eight year (16 semi-annual installments) note in the amount of \$44,653.24 at the rate of interest of 3.35%, from First National Bank in New Bremen for the balance of money needed to complete the payment of the Jacob Ditch project.

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

Adopted this
29th day of
November, 2011

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 Engineer, County Auditor, Bidders

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of November, 2011.

Commissioner Regula moved the adoption of the following:

RESOLUTION

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

Airport Rotary Fund:

Amount:	From:	To:
\$ 50.00	076.0076.536400 (Workers Comp)	076.0076.500100 (Medicare)
\$ 50.00	076.0076.536400 (Workers Comp)	076.0076.536700 (PERS)
\$ 157.74	076.0076.536400 (Workers Comp)	076.0076.510200 (Salary)

Public Assistance Fund:

Amount:	From:	To:
\$ 15,000.00	006.0008.510200 (Salary)	006.0008.530300 (Supplies)
\$ 20,000.00	006.0008.510200 (Salary)	006.0008.530600 (Contract Services)
\$ 5,000.00	006.0008.510200 (Salary)	006.0008.536600 (Hospitalization)

CSEA Fund:

Amount:	From:	To:
\$ 40,000.00	096.0096.510200 (Salary)	096.0096.530900 (Other Expenses)
\$ 1,500.00	096.0096.510200 (Salary)	096.0096.530300 (Supplies)

Board of DD Fund:

Amount:	From:	To:
\$ 30,000.00	019.0019.510200 (Salary)	019.0019.530300 (Supplies)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments 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
29th day of
November, 2011

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
Job & Family Services
CDBB