

IN THE MATTER OF AUTHORIZING THE PAYMENT OF COMPENSATION TO ROBIN EGBERT, DENNIS KELBEL, KEVIN SAWMILLER AND EARL GANNON TO BE CALCULATED WITH TIME AND A HALF FOR OVERTIME HOURS WORKED FOR OPERATION OF THE RECYCLE CENTER THROUGH OCTOBER 10TH- DECEMBER 31ST, 2013.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Robin Egbert, Dennis Kelbel, Kevin Sawmiller and Earl Gannon , employed by Auglaize County as part of the Solid Waste Recycling staff, and,

WHEREAS, at the discretion of the Solid Waste Director Dave Reichelderfer during the dates of October 10th – December 31st, 2013 for the operation of the recycle program.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby authorize the compensation of Robin Egbert, Dennis Kelbel, Kevin Sawmiller and Earl Gannon time and a half pay for overtime at the discretion of the Solid Waste Director Dave Reichelderfer through October 10th – December 31st, 2013 .

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

Adopted this
17th day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer *Yes*
Douglas A. Spencer

Don Regula *Yes*
Don Regula

John N. Bergman *Yes*
John N. Bergman

✓ cc: Solid Waste – Dave Reichelderfer

**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 17th day of October, 2013.

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 session on Monday, October 21, 2013 from 7:00 p.m. – 8:00 p.m. to attend the Auglaize County Regional Planning Commission Meeting at the Administration Building in Wapakoneta or until the conclusion of the business for the purposes stated above.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Monday, October 21, 2013 from 7:00 p.m. – 8:00 p.m. until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special session 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 Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
17th day of
October, 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: newspapers

IN THE MATTER OF AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF BUCKLAND FOR THE PROGRAM YEAR 2013 RESIDENTIAL PUBLIC INFRASTRUCTURE GRANT PROGRAM TO HELP FINANCE THE NEW SEWER FACILITIES PROJECT ON BEHALF OF THE VILLAGE OF BUCKLAND AND AS REQUIRED BY THE OHIO DEVELOPMENT SERVICES AGENCY; AND AUTHORIZE THE PRESIDENT TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING.

The Board of County Commissioners of Auglaize County met in regular session on the 17th day of October, 2013.

Commissioner Spencer made the motion to adopt the following:

RESOLUTION

WHEREAS, the Village of Buckland in Auglaize County is under Findings and Orders from Ohio EPA to correct improperly functioning on site wastewater treatment systems in the Village and abate a public health nuisance under O.A.C. 3745-1-04; and,

WHEREAS, the Village of Buckland does not currently have the funds to pay for the construction of the proposed project and was not eligible to submit an application on its own to the Residential Public Infrastructure Program because the Village currently does not own and operate a water and/or sewer utility; and,

WHEREAS, the Auglaize County Board of Commissioners applied to and received a grant from the Residential Public Infrastructure Program on the Village's behalf; and,

WHEREAS, it is necessary for the Board to execute a Memorandum of Understanding Agreement with the Village for the construction project in the Village of Buckland.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the President of said Board to execute the attached Memorandum of Understanding with the Village of Buckland for the Community Development Block Grant Residential Public Infrastructure Grant Program as required by Ohio Development Services Agency.

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

Adopted this
17th day of
October, 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: Julie Ward, RCAP
Village of Buckland

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 17th day of October, 2013 by and between Auglaize County Board of Commissioners, (hereinafter called the "Local Government"); and the Village of Buckland, (hereinafter called "Village").

WHEREAS, Local Government, at the request of the Village, has applied to the Ohio Development Services Agency (ODSA) for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 to: (see "Project" described in Exhibit A attached hereto and incorporated herein as if fully rewritten); and,

WHEREAS, the Local Government has been awarded a grant of funds ("CDBG Grant Agreement" (attached hereto as Exhibit B and incorporated herein as if fully rewritten)) as aforesaid in the amount of six hundred thousand dollars (\$600,000) ("Grant Funds") subject to the condition that the Local Government provide a local matching contribution in the amount of Two Million, Two Hundred Seventy-Nine Thousand and Twelve Dollars (\$2,279,012) ("Funds Secured by Village of Buckland") as indicated in the cost estimate for the project; and,

WHEREAS, in no case will the match amount constitute less than 89% of the total project cost and the CDBG contribution will be no more than 21% of total project costs; and,

WHEREAS, the parties hereto desire to make a written agreement with respect to said funds and the implementation of the Project to which they pertain;

NOW, THEREFORE, the parties hereto have agreed to the terms and conditions as hereafter stated:

Section 1. Matching Funds. The Village shall expend the sum of Two Million Two Hundred Seventy-Nine Thousand and Twelve Dollars (\$2,279,012) of its own funds secured through other grant/loan financing, constituting One Hundred Per Cent (100%) of the local matching contribution ("Local Funds") which, relevant to accounting methods and application to the Project costs, shall be the first funds in and first funds out (FIFO).

Section 2. Construction Contracts and Services. The Village shall, for the purpose of constructing the aforesaid proposed Project, proceed forthwith to engage the services of an architect/engineer, adopt plans and specifications, and award construction contracts in accordance with the laws and regulations of the State of Ohio and of the United States. All construction shall be complete and this Agreement shall expire as of the expiration date of the CDBG Grant Agreement ("Agreement Expiration Date"), unless otherwise extended by the Local Government in its sole discretion.

Section 3. Environmental Review Requirements. The Village shall not enter into contracts for construction, the purchase of materials or any other activities that are not 'Exempt' under 24CFR Part 58.34 prior to the Local Government receiving a written 'Release of Funds' from ODSA.

Section 4. Administration. The administration of the CDBG Grant Agreement and all transactions involving the expenditure of any of the Grant Funds within the scope of CDBG Grant Agreement shall be the sole prerogative of the Local Government carried out in such a manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974. The Village shall provide the Local Government copies of all contracts, documents and notes pertaining to the Project in a manner determined by the Local Government. The Local Government shall review and make a determination that such documents comply with A-87, 24 CFR Part 85, 24 CFR Part 570, all relevant labor standards, competitive bidding requirements and any other applicable regulatory provisions.

Section 5. Project Property Ownership. Any and all Project improvements or personal property constructed, installed, or acquired pursuant to this Agreement and the real property wherein the Project is located (collectively "Project Property") shall be and remain the property of the Village. If, from the date Grant Funds are first spent for the Project until five (5) years after closeout of the Local Government's grant the use or planned use of the Project is proposed to be changed, then the Village shall provide written notification to the Local Government of the proposed change and the Local Government shall obtain the prior written consent of ODSA for such proposed change. If the Village proceeds with a use determined by the ODSA to be inconsistent with the use of the Grant Funds, the Village shall reimburse the Local Government and the Local Government shall reimburse ODSA in the amount of the current fair market value of the Project and Project Property, less any portion of the value attributable to expenditures of Local Funds.

Section 6. Access to the Project. The Village shall grant access to the Project Property and Village's Project records for the Local Government and its contractors to perform such required functions consistent with the CDBG Grant Agreement as the Local Government shall deem appropriate.

Section 7. Excess Costs. It is agreed that if the amount of the lowest responsible bids received for construction of the Project, plus the estimated cost of professional services and a reasonable reserve for contingencies exceeds the balance of Grant Funds and Local Funds committed to as stated in Section 1 of this Agreement, all bids shall be rejected and the Project redesigned so as to keep the maximum cost of the Project less than the balance of Grant Funds and Local Funds. It is further agreed that if the construction of said Project results in contractual liability of the Local Government in an amount greater than said Grant Funds and Local Funds, the Village shall reimburse the Local Government for such excess costs.

Section 8. Indemnification. Village 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 Local Government) caused by the negligent acts or omissions, or negligent conduct of the Village, 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.

Section 9. Unallowable Costs. If Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Village has expended Grant Funds and/or Local Funds which are unallowable, the Village will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of this Agreement, the expenditures will be disallowed and the Village shall repay to Local Government any and all disallowed costs.

Section 10. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. **Material Misrepresentation.** If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Village in connection with this Agreement or to induce the Local Government to enter into this Agreement with the Village shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within fifteen (15) days after written notice by the Local Government is given to the Village.
- b. **Noncompliance.** If there is a failure by the Village to comply with any of the covenants, terms or conditions contained in this Agreement and/or the CDBG Grant Agreement.
- c. **Agreement Expiration Date.** If the Project, in the sole judgment of the Local Government, is not completed on or before the Agreement Expiration Date.
- d. **Misspending.** If the Village expends Local and/ or Grant Funds for purposes not described in the CDBG Grant Agreement or application thereto, this Agreement, or as authorized by the Local Government.
- e. **Insurance.** If loss, theft, damage or destruction of any substantial portion of the Project and/or Project Property occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 11. Notice of Default. Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Village shall have an opportunity to cure, provided that cure is possible and feasible.

Section 12. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it, to do one or both of the following:

- a. exercise any remedy provided by law;

- b. require immediate repayment of up to the full amount of Grant Funds disbursed to the Village under this Agreement plus interest, at the statutory maximum allowable rate, as of the date of Default.

Section 13. Miscellaneous. Neither party to this Agreement shall assign its rights and obligations hereunder without the prior written authorization of the other party and prior written approval by ODSA, either of which may be withheld for any or not reason. This Agreement shall be governed by the laws of the State of Ohio. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The terms and conditions of this Agreement may be amended only by written instrument executed by both parties. **No part of this Agreement, as amended or otherwise, shall relieve the Local Government from its responsibility to comply with the terms and conditions the CDBG Grant Agreement.**

Section 14. Federal Laws. By virtue of the federal funding provided for under this Agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d-1), and the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which supplement these laws and orders.
- b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. 794).
- c. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.
- d. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701.
- e. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- f. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which

payment is claimed under their agreement as specified in OMB Circular A-102.

- g. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore shall make available to the Ohio Department of Development, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this agreement and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this agreement.
- h. Any and all laws, regulations, orders, policies applicable hereto and/or set forth in the CDBG Grant Agreement, as may be amended from time to time.

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

Attested by:

Ethel Reffel
Clerk

LOCAL GOVERNMENT:

By: *Dan Reynolds*
(signature)
Title: President, Auglaize County Board of Commissioners
Date: 10 / 17 / 13

Kayla Cunn
Fiscal Officer

Village:
By: Dan Lambert
Dan Lambert
(signature)
Title: Mayor
Date: 10 / 10 / 13

IN THE MATTER OF DOCUMENTING THE FINAL HEARING OF THE HUEBNER DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 17th day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on October 15, 2013 at 9:00 a.m. in the Commissioners' Chambers – 2nd Floor located at 209 S. Blackhoof Street, a final hearing was held for the Huebner Ditch project which was petitioned by Nicholas Jurosic, Marvin Elsass, Venard Fisher, David Hibner, John Zink and Dennis Werling; and,

WHEREAS, at said Final Hearing, the project was explained to those in attendance by County Engineer Doug Reinhart, with the Engineer's reports, plans and estimated assessments for said project being presented to the landowners; and,

WHEREAS, it was determined by a vote of the landowners that this project should go forward and a bid date set for the project; and,

WHEREAS, it was the consensus of those present that a 8 year note be obtained for said project funding after the 30 days to pay cash had expired; and,

WHEREAS, Commissioner Spencer made a motion at said hearing to proceed with the project; Commissioner Bergman seconded the motion. A roll call vote was taken with all Commissioners voting yes. Project is to start after the 2014 wheat crop harvest to be completed by December 1, 2014; and,

WHEREAS, the necessary legal steps to cause the sale of the project construction were then carried out.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby document the proceedings final hearing of the Huebner Ditch project, accepting the length of term of note and completion date of project.

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

Adopted this 17th day
of October, 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