

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT FOR THE COUNTY'S CONTINUED PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RATING PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of September, 2009.

Commissioner Regula moved the adoption of the following

RESOLUTION

WHEREAS, the County Commissioners Association of Ohio (CCAO) established the "CCAO Service Corporation Workers' Compensation Group Rating Plan", pursuant to Ohio Revised Code 4123.29; and,

WHEREAS, the Board adopted Resolution #92-377, on June 4, 1992, authorizing the county's participation in this group rating plan; and,

WHEREAS, CCAO projects a cost savings for Auglaize County for calendar year 2010 to be \$29,656.00; and,

WHEREAS, the Board feels this savings to be significant enough for continued association with this group rating plan.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute An Agreement for the County's continued participation in the CCAO Workers' Compensation Group Rating Plan for calendar year 2010; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the payment of the CCAO Worker Compensation Group Rating Plan Administration fee as determined and submitted by the CCAO; and,

BE IT FURTHER RESOLVED that a copy of the executed agreement 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
24th day of
September, 2009

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: ✓ CCAOSC
- ✓ County Auditor - Janet Schuler
- ✓ Sedgewick CMS - CompManagement, Inc.

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN MERCER COUNTY COMMISSIONERS AND THE OHIO AREA 8 WORKFORCE INVESTMENT BOARD AND THE ONE-STOP SYSTEM PARTNERS; AUTHORIZING THE EXECUTION THEREOF.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of September, 2009.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, a Memorandum of Understanding has been drafted for the purpose of providing information about the relationship between Mercer County Commissioners, on behalf of Auglaize, Hardin, Mercer and Van Wert Counties, Ohio Area 8 Workforce Investment Board and the One-Stop System Partners; and,

WHEREAS, this Memorandum of Understanding is also intended to contribute to a cooperative and mutually beneficial relation between the Chief Local Elected Officials, Local Workforce Investment Board and various partners, to coordinate resources to prevent duplication and ensure the effective and efficient delivery of workforce services, and to establish joint processes and procedures that will enable partners to integrate the current service delivery system resulting in a seamless and comprehensive array of job matching, education, family services, job training and other workforce development services; and,

WHEREAS, the Board of County Commissioners was requested to approve the Memorandum of Understanding and authorize the execution of same by the President of the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the Memorandum of Understanding between the Mercer County Commissioners, on behalf of Auglaize, Hardin, Mercer and Van Wert Counties, Ohio Area 8 Workforce Investment Board and the one-Stop System Partners with the period of relevance being July 1, 2009 until June 30, 2011; and,

BE IT FURTHER RESOLVED that the Board authorities Douglas A. Spencer, as President of the Board of Auglaize County Commissioners, to execute said Memorandum of Understanding.

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

Adopted this
24th day of
September, 2009

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: WIA – Tim McCourtie
Mercer County Commissioners

IN THE MATTER OF AUTHORIZING SECURCOM TO INSTALL PANIC SWITCHES IN THE EMA/HS OFFICE AND THE TAX MAP OFFICE LOCATED IN THE ADMINISTRATION BUILDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of September, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, at the time of construction of the Administration Building, no panic switches were installed in the Tax Map Office or the Emergency Management/Homeland Security Office and it has been determined that such switches should be installed in these two locations; and,

WHEREAS, SecurCom was contacted to submit a quotation for said installation of two switches in each of the two offices; and,

WHEREAS, SecurCom responded with a quotation to furnish material and labor for the total amount of \$1,368.15 with an option to deduct \$500.00 if the County installs the wiring from Security System to each desk location; thus making the quotation \$868.15.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize SecurCom to install four panic switches, two in the Tax Map Office and two in the EMA/HS office; at the cost of \$868.15 as County Maintenance personnel will install the necessary wiring.

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

Adopted this
24th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

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

cc: SecurCom
 County maintenance personnel
 Tax Map Office
 EMA/HS Office

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE RE-ENROLLMENT APPLICATION FOR THE COUNTY'S CONTINUED PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RATING PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of September, 2009.

Commissioner Regula moved the adoption of the following

RESOLUTION

WHEREAS, the County Commissioners Association of Ohio (CCAO) established the "CCAO Service Corporation Workers' Compensation Group Rating Plan", pursuant to Ohio Revised Code 4123.29; and,

WHEREAS, since 1992, Auglaize County has participated in this group rating plan; and,

WHEREAS, CCAO projects a cost savings for Auglaize County for calendar year 2010 to be \$29,656.00; and,

WHEREAS, the Board feels this savings to be significant enough for continued association with this group rating plan.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute a re-enrollment application for the County's continued participation in the CCAO Workers' Compensation Group Rating Plan for calendar year 2010.

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

Adopted this
24th day of
September, 2009

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: CCAOSC
County Auditor – Janet Schuler
Comp Management, Inc.

IN THE MATTER OF AUTHORIZING THE ADOPTION OF THE MINIMUM OPERATING STANDARDS FOR THE NEIL ARMSTRONG AIRPORT AS SUBMITTED BY THE AUGLAIZE COUNTY AIRPORT AUTHORITY; RATIFYING THE EXECUTION OF THE DOCUMENT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 24th of September, 2009.

Commissioner Regula moved the adoption of the following
RESOLUTION

WHEREAS, the responsibility for the operation and administration of the Neil Armstrong Airport is with the Auglaize County Board of Commissioners and the Auglaize County Airport Authority, through the Airport Manager; and,

WHEREAS, Minimum Operating Standards for the Neil Armstrong Airport have been drafted and presented to the Board of County Commissioners for its consideration and approval, having previously been approved by the Airport Manager and adopted by the Auglaize County Airport Authority; and,

WHEREAS, said Minimum Operating Standards are applicable to all persons providing commercial aeronautical or aviation related activities or services to the public at the Airport and were developed taking into consideration the aviation role of the Airport, currently existing Airport facilities and services, planned development for the Airport, and promotion of fair and uniform competition taking into account existing providers of services and commodities so as to avoid conferring any unfair advantage; and,

WHEREAS, said Minimum Operating Standards are intended to be the threshold requirements to those desiring to provide commercial aeronautical or aviation related services to the public at the Airport in accordance with the rules and regulations of the Federal Aviation Administration, restrictions of public record, and Auglaize County Ordinances.

THEREFORE, BE IT RESOLVED, after review of submitted Minimum Operating Standards for the Neil Armstrong Airport, the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and adopt said Minimum Operating Standards for the Neil Armstrong Airport as submitted to the Commissioners by the Auglaize County Airport Authority; and,

BE IT FURTHER RESOLVED that said Board of County Commissioners does ratify the execution of the "Minimum Operating Standards" by Douglas A. Spencer; same being the President of said Board.

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

Adopted this
24th day of
September, 2009

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: ✓ Sean Stroh, Airport Manager
✓ Auglaize County Airport Authority Todd Kitzmiller, Pres.

**AUGLAIZE COUNTY AIRPORT AUTHORITY
MINIMUM OPERATING STANDARDS
September 2009**

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AUGLAIZE COUNTY AIRPORT AUTHORITY
MINIMUM OPERATING STANDARDS
March 2009

PART I - PREAMBLE

The responsibility for the operation and administration of the Neil Armstrong Airport ("Airport") is with the Auglaize County Board of County Commissioners ("BCC") and the Auglaize County Airport Authority ("ACAA"), through the Airport Manager ("Manager").

These Minimum Operating Standards are applicable to all Persons providing commercial aeronautical or aviation related activities or services to the public at the Airport and were developed taking into consideration the aviation role of the Airport, currently existing Airport facilities and services, planned development for the Airport, and promotion of fair and uniform competition taking into account existing providers of services and commodities so as to avoid conferring any unfair advantage.

These Minimum Operating Standards are intended to be the threshold requirements for those desiring to provide commercial aeronautical or aviation related services to the public at the Airport in accordance with the rules and regulations of the Federal Aviation Administration ("FAA"), restrictions of public record, and Auglaize County Ordinances.

PART II – DEFINITIONS

"ACAA" shall refer to the Auglaize County Airport Authority.

"Aeronautical Activity" or "Aeronautical Service" shall refer to any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, Air Taxi and Charter operations, Aircraft fueling, Aircraft storage, Flight Training, Aircraft Rental, Aircraft Sales, Aircraft repair and maintenance, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, sale of Aircraft parts, sale and maintenance of Aircraft accessories, radio, communication and navigational equipment, Flying Clubs and any other aeronautical or aviation related activity.

"Agreement" shall refer to the written agreement between the BCC and an Operator specifying the terms and conditions under which the Operator may conduct any Aeronautical Activity or perform any Aeronautical Service. Such Agreement shall recite the terms and conditions under which the activity or service will be conducted at the Airport including, but not limited to, term of the Agreement, rents, fees and charges to be paid, and the rights and obligations of the respective parties.

"Aircraft". The term Aircraft shall be construed broadly to include any device used or designed for navigation or flight in the air, regardless of FAA registration or licensure, including, but not limited to, airplanes, gliders, helicopters, gyrocopters, ultralites, balloons, and blimps.

"Air Charter" or "Air Taxi" shall refer to the operation of providing air transportation of person(s) and/or property for hire thru either a charter or air taxi operator in accordance with Federal Aviation Regulations contained at 14 CFR Part 121 or 135.

"Aircraft Fuel" shall refer to all flammable liquids composed of a mixture of hydrocarbons expressly manufactured or blended for the purpose of operating an internal combustion, jet or turbine engine.

"Aircraft Operation" shall refer to the movement of any Aircraft on Airport property and including, without limitation, the landing, take-off, and taxing of Aircraft at the Airport.

"Aircraft Owner" shall refer to the person(s) and/or entity(ies) holding legal title or fractional ownership to an Aircraft and including person(s) and/or entity(ies) having exclusive and lawful possession of an Aircraft.

"Aircraft Rental" or "Aircraft Leasing" shall refer to the operation of renting or leasing Aircraft to the public.

"Aircraft Sales" shall refer to the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship or dealership.

"Aircraft Storage" shall refer to the temporary or long-term parking or storage of Aircraft and as further confined to within those areas of the Airport depicted on the Airport Layout Plan or as expressly permitted by the Manager and subject to all terms and conditions imposed thereon.

"Airfield Operations Areas" or "AOA" shall refer to any area of the Airport used or intended to be used for landing, takeoff, or the surface maneuvering of Aircraft.

"Airframe and Power Plant Maintenance" shall refer to the commercial operation of providing airframe and power plant services, which include the service, repair, maintenance, inspection, construction or making modifications or alterations to Aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, and further includes the sales of Aircraft parts.

"Airframe and Power Plant Mechanic" or "A&P" shall refer to any Person who holds an Aircraft mechanic certificate with both airframe and power plant ratings as authorized and described in 14 CFR Part 65.

"Airport" shall refer to Neil Armstrong Airport and includes all Auglaize County owned or leased real or personal property, buildings, facilities and improvements within the boundaries of said Airport, as it presently exists or as it may exist when it is hereafter modified, expanded or developed, and which also includes all of its facilities as shown on the most current Airport Layout Plan.

"Airport Manager" or "Manager" shall refer to the individual appointed and authorized by the Auglaize County Board of County Commissioners to administer and manage all operations of the Airport and Airport facilities, and to supervise all Airport projects in accordance with the Auglaize County applicable law.

"Airport Layout Plan" or "ALP" shall refer to the most recently approved plan or drawing depicting the physical layout of the Airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, NAVAIDS, etc. The ALP is a component of the Airport's Master Plan, and is available through the Airport Manager's office.

"Avionics Sales and Maintenance" shall refer to the operation of providing for the repair and service, or installation of Aircraft radios, instruments, and related accessories, and which operations may include the sale of new or used Aircraft radios, instruments, and related accessories.

"Based Aircraft" shall refer to any Aircraft which the Aircraft Owner physically locates or stores at the Airport, and whenever absent from the Airport, its owner intends to return the Aircraft to the Airport for storage.

"BCC" shall refer to the Auglaize County Board of County Commissioners

"Building" shall refer to any existing or planned facility, hangar, or T-Hangar of steel, concrete, concrete block, or substantial metal construction on a concrete foundation, affixed to land within the Airport, and at such location as has been duly approved by the BCC. The erection, construction or

expansion of any Building after adoption of these Standards shall be pursuant to all applicable zoning regulations and building codes.

"Commercial Operator" or "Operator" shall refer to any Person involved in any Aeronautical Activity or providing any Aeronautical Service within the Airport, or which contributes to, or is required for the safe conduct and utility of Aircraft Operations, the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

"County" and "BCC" shall refer to the Auglaize County Board of County Commissioners.

"Exclusive Right" shall refer to any power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An Exclusive Right can be conferred either by express agreement, contract, license, lease, permit, the imposition of unreasonable standards or requirements or by any other means consistent with FAA rules, regulations or governing law.

"FAA" shall refer to the Federal Aviation Administration, a federal agency within the United States Department of Transportation which has primary responsibility over air travel and transportation within the United States.

"Fixed Base Operator" or "FBO" shall refer to any full service commercial aeronautical service provider that has the privilege to sell fuel and engages in any of the following secondary activities: airframe and power plant maintenance, flight training, aircraft rental, aircraft charter or air taxi, avionics sales and service and aircraft storage/tie-downs or sale of pilot supplies.

"Flight Training" shall refer to the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing Aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots licenses and ratings, and shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.

"Flying Club" shall refer to any non-commercial and non-profit entity organized for the purpose of providing its members with Aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the Flying Club's owners, on a pro-rata share, and the club may not derive greater revenue from the use of the Aircraft than the cost to operate, maintain and replace the Aircraft. This includes, but is not limited to, any experimental aviation association.

"Fueling" or "Fuel Handling" shall refer to the transportation, sale, delivery, dispensing, storage or draining of Fuel or fuel waste products to or from any Aircraft, vehicles or equipment.

"Fuel Storage Area" shall refer to any portion of the Airport designated temporarily or permanently by the Manager as an area in which aviation, motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

"General Aviation" shall refer to all phases of aviation other than military aviation and scheduled or commercial air carrier operations.

"Hazardous Material" shall refer to any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board or agency.

"Independent Contractor" or "Independent Operator" shall refer to any Person or operator offering a 'single' Aeronautical Service, but without an established place of business on the Airport. Such services may include, without limitation, detailing, prop balancing, maintenance and inspection. Independent Contractors (as this term is used interchangeably with "Independent Operators" for purposes of these

Rules) shall be duly licensed or certificated as required for all work performed, maintain the required insurance, and fully comply with these Standards.

"Lease" shall refer to the written contract between the BCC and an Operator (Lessee) specifying the terms and conditions under which an Operator may occupy or operate from certain designated Airport facilities and/or property.

"Lessee" shall refer to any person(s) or entity(ies) who has entered into a Lease directly with the County regarding property located within the Airport.

"Master Plan" shall refer to the current master plan report and the scaled dimensional layout of the entire Airport, indicating current and proposed usage for each identifiable segment as approved by the ACAA, BCC and the FAA.

"Minimum Operating Standards" or "Standards" shall refer to these qualifications, criteria, and standards established by the governing authority of the Airport as the minimum requirements that shall be met by all Commercial Operators within the Airport.

"Non-aeronautical Lease" shall refer to any Lease of Airport property that does not have access to the AOA and does not need to be close to the flight line in order to operate.

"Permit" shall refer to any administrative approval issued by the Manager to any Person to conduct any Aeronautical Activity or provide any Aeronautical Service, on a temporary basis, and under such terms, conditions and duration as may be imposed and strictly limited to such location or locations as authorized.

"Person" as used in these Standards shall refer to any individual or individuals, corporation, firm, partnership, association, organization and any other group acting as an entity, or combination thereof, and further includes any trustee, receiver, assignee or similar representative thereof.

"Preventive Aircraft Maintenance" shall refer to any maintenance that is not considered a major Aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, except for Item 22 in the Regulation (Item 22 involves the replacement of prefabricated fuel lines, and shall, for the purposes of these regulations, be considered a major Aircraft repair).

"Roadway" shall refer to any street or road, whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

"Self-Service" shall refer to the refueling, repair, preventive maintenance, towing, adjustment, cleaning and/or other general services of any Aircraft performed by an Aircraft Owner, or by such direct employee(s) of an Aircraft Owner with resources supplied by the Aircraft Owner.

"Specialized Aviation Service Operation" or "SASO" shall refer to any aeronautical or aviation related business that offers a single or limited Aeronautical Service that does not include fueling. Examples of a SASO include, but are not limited to, Flight Training, Aircraft maintenance, Air charter, Air Taxi, Aircraft Sales, Aircraft Rental, Avionics Sales and Maintenance, Aircraft Storage, and sale of pilot supplies.

"Sublease" shall refer to any written agreement, recommended by the ACAA and approved by the BCC, stating the terms and conditions under which a third party Operator leases space from a Lessee for the purpose of providing Aeronautical Activities or Services at or within the Airport.

"Taxilane" shall refer to those portions of the Airport apron area, or any other area, used for access between taxiways and Aircraft parking or storage areas.

"Taxiway" shall refer to those defined paths established for the taxiing of Aircraft from one part of the Airport to another.

"UNICOM" shall refer to any two-way communication system that provides Airport advisory information.

"Variance" shall refer to any approved deviation from the requirements of these Minimum Operating Standards as provided herein.

"Vehicle Parking Area" shall refer to any portion of the Airport designated and made available temporarily or permanently by the Manager for the parking of vehicles.

PART III – QUALIFICATIONS FOR OPERATORS

1. Any Person desiring to conduct to do business as an Operator within the Airport shall make written application to the Manager. The Applicant (prospective Operator) shall provide in connection with the Application, at a minimum, the following:

- a. A detailed description of the scope of the proposed operation, a detailed description of the means and methods to be employed to accomplish the intended operation, and a proposed date for commencement of said activities or services.
- b. The amount of land or building space desired to be used or occupied.
- c. Preliminary plans, specifications and dates for any improvements that the Applicant intends to make on the Airport as part of the activity for which approval is sought.
- d. A listing of current or proposed assets that will be used in the business on the Airport.
- e. Periods (days and hours) of proposed operation.
- f. The current financial statement, together with financial projection for the first three years of operation.
- g. The name, address, telephone number and e-mail address of the Applicant.
 - If the Applicant is a corporation, include the names, addresses and telephone numbers of the corporation's officers and Managers and the names and addresses of all shareholders having a ten (10%) percent or greater ownership interest in the Applicant.
 - If the Applicant is a partnership, include the names, addresses and telephone numbers of all general or limited partners having a ten (10%) percent or greater ownership interest in the Applicant.
- h. The name address and telephone number of any person who holds a controlling interest, directly or indirectly, in the entity which is making Application.
 - Applicants shall also disclose if any officer, Manager, partner or individual holding a controlling interest in the entity making Application is also an officer, Manager, partner or person holding a controlling interest in any activity presently located or operating within the Airport.
- i. The total number of persons to be employed by the proposed operation.

- j. A current credit report for each party owning or having ten (10%) percent or more financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.
- k. Copy(ies) of insurance company letter of intent of liability coverage for the business operation, flight operations, itinerant Aircraft and operators and premises insurance.
- l. Amenities and methods used to attract new business.
- m. Any other information the Manager may reasonably require to evaluate the application.

PART IV – APPLICATION PROCESS

1. All Applications will be reviewed by the Manager and ACAA, within ninety (90) days from the receipt of the application.
2. Applications may be denied for one or more of the following reasons:
 - a. The Applicant does not fully meet qualifications, standards and requirements established by these Minimum Operating Standards.
 - b. The Applicant's proposed operation or construction would create a safety hazard on the Airport.
 - c. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Airport.
 - d. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the Applicant at the time of application.
 - e. The proposed operation, Airport development or construction does not comply with the Land Use Ordinance, Airport Master Plan or Airport Layout Plan.
 - f. The development or use of the area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any present FBO on the Airport, such as problems in preventing free access and egress to the existing FBO area, or will result in depriving, without the proper economic study, an existing FBO of portions of its leased area in which it is operating.
 - g. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
 - h. Any party applying, or having an interest in the business, has a record of violating the Rules and Regulations of any other Airport, Civil Air Regulations, Federal Aviation Regulations or any other Rules and Regulations applicable to this or any other Airport.

- i. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with Auglaize County or any lease or other agreement at any other Airport.
- j. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Manager to provide and maintain the business to which the application relates and to prompt pay amounts due under the FBO / SASO Lease.
- k. The Applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six (6) months.
- l. The Applicant has failed to make full disclosure in the application or supporting documents or has made a false or misleading disclosure.
- m. The Applicant has committed a crime or violated a local ordinance, rule or regulation, which adversely reflects on its ability to conduct the FBO / SASO Operation applied for.

PART V - APPEALS AND VARIANCES

1. The ACAA or a committee appointed by the ACAA shall hear appeals when it is alleged that there is an error in any order, requirement, decision or determination made by the Manager in the interpretation or enforcement of these Minimum Operating Standards or of any other applicable rule or regulation. The ACAA may, upon timely and proper application for appeal and following hearing, recommend to the BCC that the decision be reversed or affirmed, wholly or partly, or recommend modifying the order, requirement, decision or determination made by the administrative official in the enforcement of this policy. The BCC shall have the final authority as to the disposition of any appeal.

2. Additionally, the ACAA may, upon proper application for variance and following hearing, recommend that the BCC authorize a variance from the terms of this policy that will not be contrary to the public interest when, due to special conditions, a literal enforcement of the provisions of the policy would result in an unnecessary and undue hardship. In order to authorize any variance from the terms of the policy, the BCC must find:

- a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings of the same aviation use;
- b. That the special conditions and circumstances do not result from the actions of the Applicant;
- c. That granting the variance requested will not give the Applicant any special privilege that is denied by this policy to other lands, buildings or structures of the same aviation use;
- d. That literal interpretation of the provisions of the policy would deprive the Applicant of rights commonly enjoyed by other properties of the same aviation use under the terms of the policy and would result in an unnecessary and undue hardship on the Applicant;
- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and

- f. That the granting of the variance will be in harmony with the general intent and purpose of the land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to public welfare.
3. The ACAA may prescribe appropriate conditions and safeguards in conformity with the aviation use regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the policy.
 4. The ACAA may prescribe a reasonable time limit within which the action for which the variance is required shall be started, completed or both.
 5. No variance shall be granted to allow a use that would not otherwise be permitted.
 6. Procedure for appeals and variances:
 - a. Hearings - Appeals to the ACAA or a committee appointed by the ACAA for a hearing may be taken by any Person aggrieved by any decision or ruling of the Manager or of the ACAA and which directly affects such Person. Said aggrieved Person must complete and file with the Manager an application for appeal within thirty (30) days of such decision or ruling. Failure to file an appeal with the Manager within said 30 days time period shall constitute a full waiver of such Person's right to appeal and, consequently, such decision or ruling shall become final and non-appealable. The Hearing shall be conducted under such rules and procedure as may be adopted by the ACAA or BCC, respectively, from time to time. At the Hearing, any party may appear in person, by agent or by attorney.
 - b. Application for an Appeal or Variance - The application (in such form or forms as prescribed) for an appeal or variance shall be completed, duly signed, and filed with the Manager. Any Person requesting an appeal or variance shall submit any additional data pertinent to their request with their application filed with the Manager. The ACAA shall hear requests for variances in the same manner as appeals.
 - c. Final Action by BCC – All hearings before the ACAA for an appeal or for application for a variance shall result in a recommended ruling by the ACAA. Such recommended ruling shall be scheduled, as soon as practicable, to be heard by the BCC for final action. The BCC may affirm, reverse, or modify, in whole or part, the recommended ruling of the ACAA. The action and written decision of the BCC shall constitute final agency action for purposes of any judicial appeal. Any appeal of a decision by the BCC shall be filed in the manner and within the time frame provided in the Ohio Revised Code.
 7. Required notice for appeals and variances: The Manager shall mail notices setting forth the time, place and purpose of the hearing to the interested parties. The Manager shall also mail notices to the owner of every similar approved aviation use on the property. Notice shall be mailed to the owner's current address of record maintained by the Manager and shall be postmarked no later than ten (10) days prior to the scheduled hearing date. The Manager shall present an affidavit or mailing certification certifying compliance with the notice requirement of this section, along with a list of the persons and addresses to which notices were mailed, at the time of the hearing.

PART VI – MINIMUM OPERATING STANDARDS

SUBPART A – Fixed Based Operators

1. Purpose/Objective:

To establish minimum operating standards for all Fixed Based Operators within the Airport.

2. Minimum Operating Standards for Fixed Based Operators:

- a.** Each FBO shall have his premises open and services available 8:00 a.m. to 5:00 p.m., 5 days a week, and on call 24 – 7 for after hours services, and shall make provision for at least one qualified and trained individual to be in attendance in the office at all times during the required operating hours. Emergency "on call" service will be provided during off duty hours.
- b.** The Operator providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- c.** Each FBO shall provide public telephone facilities for customer use and telephone service connections to the Flight Service Station and/or the United States Weather Bureau.
- d.** Each FBO shall provide, directly or by subcontractor, the following:
 - i.** Aircraft guidance on the ramp
 - ii.** Aircraft parking and tie-down services
 - iii.** Retail aviation fuel sales
 - iv.** Ground support equipment including Aircraft tugs, air compressor, battery chargers, energizers and starters, ground power units and an adequate supply of properly maintained and appropriately located fire extinguishers.
 - v.** Flight planning and flight service facilities
 - vi.** Public amenities
- e.** Each FBO shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners, and the ACAA as additional insured. Each FBO shall make its own analysis to determine if more insurance is needed.

3. Minimum Standards for Dispensing Aircraft Fuel:

- a.** Each FBO shall provide a stationary fuel storage system which meets all applicable federal, State and local regulations and standards. The system shall be designed and operated to meet Air Transport Association (ATA) 103 requirements and the requirements of AC 1 50/523-4. The 100LL and Jet A fuel storage tanks shall each be a minimum of ten thousand (10,000) gallon capacity, and the FBO shall also provide mobile or stationary dispensing equipment and one (1) or more personnel to serve the Airport's fuel demand. Filter-equipped fuel dispensers with separate dispensing pumps and meter systems for each grade of fuel shall be provided. All metering devices must be inspected, checked and certified annually by appropriate local and State agencies.
- b.** Mobile dispensing equipment shall have a total capacity of at least 1,000 gallons for each grade and/or type of fuel provided.

- c. Each FBO shall ensure that maintenance of pumping equipment meets all applicable safety and other regulatory requirements and have reliable metering, filtering and grounding devices subject to independent inspection.
- d. Each FBO shall maintain an adequate supply of fuel at all times; further, each FBO shall secure and maintain an on-going contract with a bona fide fuel supplier to ensure that there will be a continuous supply of appropriate Aircraft Fuel.
- e. Each FBO shall maintain an adequate inventory of generally accepted grades of aviation engine oil and lubricants.
- f. Each FBO shall ensure the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste and other materials including, but not limited to, used oil, solvents and other regulated waste.
- g. Each FBO shall provide for, on a regular and ongoing basis, appropriate training programs for all personnel involved in the transport and/or dispensing of fuel.
- h. All FBO fuel handling personnel shall be trained in the safe and proper handling, dispensing, and storage of aviation fuels. The FBO shall develop and maintain Standard Operating Procedures (SOP) for refueling and ground handling operations and shall ensure compliance with standards set forth in the Uniform Fire Code and FAA Advisory Circular 00-34A, Aircraft Ground Handling and Servicing. The SOP shall address bonding and fire protection, public protection, control of access to the fuel storage area, and marking and labeling of fuel storage tanks and fuel dispensing equipment. The SOP shall be submitted to the Airport Manager no later than thirty (30) days prior to the FBO commencing fueling activities.

Additionally, the FBO shall comply with FAA Advisory Circular 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Airport rules and regulations, and all other applicable laws related to aircraft fuel handling, dispensing and storage. Each FBO shall obtain all applicable fueling certifications and permits, and receive periodic refresher training as required. The Airport Manager and/or the FAA may periodically conduct inspections of the FBO activities and facilities to ensure compliance with laws, regulations, and Minimum Standards.
- i. ACAA reserves the right to be the only entity to provide fuel for resale at Neil Armstrong Airport.

SUBPART B - Aircraft Sales

1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in other than casual Aircraft Sales within the Airport.

2. Minimum Operating Standards for Aircraft Sales:

a. Each Person engaging in Aircraft Sales shall:

- i. Maintain on stock representative products and/or catalogs for the line of Aircraft they sell.

- ii. Provide necessary and satisfactory arrangements for repair and servicing of Aircraft.
 - iii. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- b. Each Person engaging in Aircraft Sales shall employ a responsible and qualified person to supervise the operations in the leased area with the authorization to represent and act for and on the behalf of the firm. Such Person shall further employ sufficient trained personnel to meet Minimum Standards in an efficient manner during scheduled working hours.
 - c. Each Person engaging in Aircraft Sales shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

SUBPART C – Aircraft Airframe, Engine or Accessory Maintenance and Repair

1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Aircraft Airframe, Engine or Accessory Maintenance and Repair within the Airport. This category shall also include the sale of Aircraft parts and accessories.

2. Minimum Operating Standards for Aircraft Airframe, Engine or Accessory Maintenance and Repair:

- a. Each Person providing services hereunder shall conduct normal and reasonable business hours. Normal and reasonable business hours for purposes herein shall mean remaining open and providing service to the public as specified in the lease agreement.
- b. Each Person providing services hereunder shall provide sufficient equipment supplies, manuals and availability of parts in accordance with FAR Parts 43 and 91 and amendments thereto and other applicable rules and regulations.
- c. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- d. Each Person providing services hereunder shall have in its employ, and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet these Minimum Operating Standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an Aircraft inspector rating.

- e. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

SUBPART D – Specialized Equipment Sales and Maintenance

- 1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Specialized Equipment Sales and Maintenance within the Airport. For purposes herein, Specialized Equipment refers to avionics, instruments or propellers, and the sales of maintenance of said equipment.

- 2. Minimum Operating Standards for Specialized Equipment Sales and Maintenance:

- a. Each Person providing services hereunder shall conduct normal and reasonable business hours. Normal and reasonable business hours for purposes herein shall mean remaining open and providing service to the public as specified in the lease agreement.
- b. Each Person providing services hereunder shall have in its employ and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet the Minimum Operating Standards set forth in this category of services in an efficient manner, but never less than one person who is currently FAA-rated for each and every specialization which such Person is engaged (*i.e.* avionics, instruments, propellers or any combination thereof).
- c. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- d. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

SUBPART E – Aircraft Leasing and Rental

- 1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Aircraft Leasing and Rental within the Airport.

- 2. Minimum Operating Standards for Aircraft Leasing and Rental:

- a. Each Person providing services hereunder shall have available for rental, either owned or under written lease to the company, at least one properly certificated Aircraft equipped for and capable of flight under instrument weather conditions.

- b. Each Person providing services hereunder shall have available at least one flight instructor who has been properly certificated by the FAA to provide pilot check out in the Aircraft offered for lease or rent.
- c. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- d. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

SUBPART F – Flight Training Facility

- 1. Purpose/Objective:

To establish minimum operating standards for any Person providing a Flight Training Facility on the Airport.

- 2. Minimum Operating Standards for Flight Training Facility:

- a. Each Person providing a Flight Training Facility shall have at least one properly certificated Aircraft available for use in flight training.
- b. Each Person providing a Flight Training Facility shall have at least one flight instructor who has been properly certificated by the FAA to provide the type(s) of training offered
- c. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- d. Each Person providing Flight Training shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

SUBPART G – Aircraft Charter and Air Taxi

- 1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Aircraft Charter and Air Taxi operations within the Airport.

- 2. Minimum Operating Standards for Aircraft Charter and Air Taxi:

- a. No commercial activity shall be conducted from any T-Hangar, Shade-Hangar or Dome Hangar without the written approval of the ACAA.
- b. Each Person providing services hereunder shall provide the type, class, size and number of Aircraft to perform the intended operation. There shall be at least one Aircraft to meet the requirements of the air taxi commercial certificate held by said Person.
- c. Each Person providing services hereunder shall employ and have on duty during the appropriate business hours as specified in the Lease Agreement, adequately trained personnel in sufficient numbers to meet the Minimum Operating Standards, but never less than one (1) person who is an FAA certified commercial pilot and otherwise appropriately rated to permit the offered flight activity.
- d. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- e. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

SUBPART H – Aircraft Storage

1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Aircraft Storage within the Airport.

2. Minimum Operating Standards for Aircraft Storage:

- a. Each Person providing Aircraft Storage hereunder shall have its facilities available for the tenants' Aircraft storage and removal on a continuous basis as specified in the Lease Agreement.
- b. Each Person providing Aircraft Storage hereunder shall demonstrate that it can provide sufficient personnel trained to meet all requirements for the storage of Aircraft with appropriate equipment.
- c. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- d. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County

insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

SUPBART I – Specialized Commercial Flight Services

1. Purpose/Objective:

To establish minimum operating standards for any Person engaging in Specialized Commercial Flight Services within the Airport. This category includes the following aviation related services for hire: a) Sightseeing flights that begin and end at the Airport; b) Crop dusting, seeding and spraying; c) Aerial photography and survey; d) Power line or pipeline patrol; e) Fire fighting and “medical” services; f) Glider/Sailplane operations; g) Any other operations specifically excluded from Part 135 of the Federal Aviation Administration Regulations.

2. Minimum Operating Standards for Specialized Commercial Flight Services:

- a. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- b. Further, each Person specifically providing any form of cropdusting, aerial application, or aerial spraying of any chemical shall make suitable arrangements and have such space available in its leased area for the safe loading, unloading, storage and containment of chemical materials. Such Person shall further prepare a written emergency plan and EPA compliance plan and obtain appropriate license(s) for handling hazardous materials which plan shall be filed with the Manager prior to commencement of operations and shall be reviewed and updated on a periodic basis. Any and all spills must be immediately reported to the Manager. Additionally, each Person hereunder shall demonstrate that they have a sufficient number of Aircraft that are suitably equipped and certified for the particular type of operation they intend to perform.
- c. Each Person providing services hereunder shall have on duty, a sufficient number of trained personnel in to efficiently meet and carry out these Standards.
- d. Each Person providing services hereunder shall provide a point of contact for those desiring to use the services provided. An emergency contact name and phone number must be provided to the Manager or his designee.
- e. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

SUBPART J – Multiple Services

1. Purpose/Objective:

To establish minimum standards for those instances where a multiple services FBO or SASO engages in two or more of the aeronautical services for which Minimum Operating Standards have been herein provided.

2. Minimum Operating Standards for Multiple Services:
 - a. Each Person providing Multiple Services hereunder shall comply with the Aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all Aircraft owned or under lease by the FBO or SASO except Aircraft used for aerial application of chemicals. The firm must have individuals trained and certified to provide all offered services.
 - b. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
 - c. Each Person providing Multiple Services hereunder shall employ and have on enough sufficiently trained to meet these Minimum Operating Standards for each aeronautical service the FBO or SASO is performing in an efficient manner. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed.
 - d. Each Person providing Multiple Services hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

SUBPART K – Independent Operators

1. Purpose/Objective:

To establish minimum operating standards for all Independent Operators (as used interchangeably with "Independent Contractors") on the Airport.

2. Minimum Operating Standards for Independent Operators:
 - a. Each Person providing any service hereunder shall be currently certificated by the FAA with ratings appropriate to the work being performed (unless such service is not regulated or certificated by the FAA such as detailing or Aircraft washing).
 - b. Each Person providing any service hereunder shall have on hand sufficient equipment supplies, manuals and availability of parts related to the service being offered (see, e.g., FAR Parts 43 and 91 and amendments thereto).
 - c. Each Person providing any service hereunder shall make application with the Airport and shall pay the Airport such permit fee as reasonably established by the Airport Manager.
 - d. Each Person providing any service hereunder shall agree to be bound by the Airport's Rules and Regulations as if such person has an established place of business or leasehold on the Airport.
 - e. Each Person providing any service hereunder shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance

with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

- f. Each person engaged in "tailgate" service operations must have prior written approval from the ACAA to perform service at Neil Armstrong Airport and must provide property liability coverage.

SUBPART L – Flying Clubs

1. Purpose/Objective:

To encourage and allow the creation of local Flying Clubs, Experimental Aircraft Associations, and other miscellaneous aircraft related activities, and to establish minimum standards in order to protect the public at-large.

2. Minimum Operating Standards for Flying Clubs:

- a. Each Flying Club or Experimental Aircraft Association operating at the Airport shall meet the definition and other requirements of the FAA for a 'Flying Club.'
- b. Prior to commencement of aeronautical activities at the Airport, each club must obtain written approval from the Manager to operate such club. Each person providing services hereunder shall conduct its operations in a leased or constructed building suitable for the stated purpose. The land (acreage) requirement, building size, office size, ramp size, hours of operation, requirements for aircraft parking and automobile parking for customers and employees shall be specified in the lease agreement. All building plans are subject to review and approval by the ACAA and BCC.
- c. Each Flying Club, prior to and during the term of its Lease or Agreement to operate, shall submit sufficient documentation to the Manager in order establish ownership, financial status and technical ability.
- d. Each club must be registered as a non-profit corporation or partnership in the State of Ohio.
- e. Each member of a Flying Club must be a bona fide owner of the Aircraft or stockholder in the corporation, in accordance with that member's prorata share.
- f. Each Flying Club will provide the Manager or his designee an emergency contact person and phone number, and shall update such information immediately upon any change.
- g. No Flying Club may derive greater revenue from the use of its Aircraft other than the amount necessary for the actual operation, maintenance and replacement of its Aircraft.
- h. Each Flying Club will file and keep current with the ACAA, a complete list of the club's members and the investment share or ownership percentage held by each member.
- i. The Flying Club's Aircraft will not be used by other than bona fide members for rental and will not be used by anyone for commercial operations.

- j. Student instruction can be given in the Flying Club's Aircraft to club members, provided such instruction is given by a certified flight instructor who is not receiving remuneration in any manner for such service, or is offered by flight instructor who is duly based at the Airport and is authorized to perform this service under these Standards.
- k. Aircraft maintenance performed by the Flying Club's members or staff shall be limited to only that maintenance that does not require a certificated mechanic. All other maintenance must be provided by either a certificated mechanic based at the Airport who provides such service or an off-Airport repair facility. If the Flying Club desires to employ a mechanic to perform maintenance of club-owned Aircraft, then the Flying Club shall be required to lease or construct a hangar suitable for Aircraft maintenance. However, in no instance shall any periodic or annual inspections be performed in any T-hangars.
- l. Each Flying Club shall maintain, continuously in effect at all times while operating within the Airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed by the County insurance advisor and listing the Auglaize County Board of County Commissioners as additional insured.

3. Other Flight-Related Activities/Clubs:

Other activities including but not limited to, parachute clubs, Ultra-light operations, and model "RC" operations must have written approval from the ACAA prior to performing any activity at Neil Armstrong Airport.

SUBPART M – Other Operations

1. Purpose/Objective:

To establish minimum operating standards for Other Operations on the Airport. Any person, firm, corporation, or entity engaging in any non-aeronautical commercial activity at or on the Neil Armstrong Airport shall provide and maintain minimum facilities for the conduct, use and accommodation of its commercial or business operations, as set forth and provided for each classification of aeronautical activity hereinafter delineated

2. Minimum Operating Standards for Other Operations:

- a. THROUGH-THE-FENCE OPERATIONS: The ACAA has executed its right to restrict any activity on the Airport from adjacent private property. In the event that such "through-the-fence" activities are authorized to occur, the following Standards and Requirements shall apply to those firms, individuals, or entities engaging in any such activity.

- 1. Such activity or operation shall be aviation related in nature;
- 2. The operator in question shall compensate the Airport appropriately; and
- 3. Such activity or operation shall be approved by the Federal Aviation Administration.

In the event that Through-the-Fence operations are allowed, the following Standards and Requirements shall apply to those firms, or individuals, who wish to conduct Through-the-Fence operations at the Neil Armstrong Airport.

- i. Operation, Equipment & Materials: The Vendor shall provide all equipment, materials and supplies required to perform the services offered.
- ii. Personnel: The Vendor shall employ adequate full-time and/or part-time employees properly licensed or certificated to perform the services offered. Employees shall be trained by the Vendor in the techniques and safe practices required when performing the services.
- iii. Hours of Operation: Hours of operation shall be a reasonable number of hours per day during a minimum of five (5) days per week.
- iv. Work Area:.
- v. Scheduling: The Vendor must provide a means for customers to contact the Vendor during normal business hours to schedule services.
- vi. Rates & Charges: The Vendor shall pay the Airport an annual "Facility Support Fee" for the use of the Airport, in an amount mutually agreed to between the Vendor and the Airport. If the Vendor performs its own fueling operations, the Vendor shall purchase all aviation fuels from the Airport at a rate mutually agreed to between the Vendor and the Airport, regardless of whether or not the Vendor utilizes its own fueling system or that of the Airport. The purchase price for all fuels shall replace the "Facility Support Fee" for those Vendors subject to this charge.

PART VII – INSURANCE, INDEMNIFICATION, AND HOLD HARMLESS

1. Operator shall be required to sign a written agreement agreeing to defend, indemnify, and hold County, its officials, employees, boards, board members, etc. harmless from all claims related to or arising out of the agreement and or operation of the airport, excluding only sole negligence of the county. Such agreement shall include, but not be limited to; damage to property, including aircraft and contents; interruption of operations; claims from subcontractors and other contractor's agents, including their employees; and any claims from third parties. Additionally the indemnification and hold harmless clause shall survive the expiration and/or termination of the agreement.

2. Operator shall be required to provide and maintain acceptable evidence of adequate insurance as determined by BCC. The insurance shall include:

- a. Adequate insurance coverage:
 - i. Airport Liability Insurance – covering all Operator operations including its agents and subcontractors.
 - ii. Hangar Keepers Liability Insurance – adequate limits to be determined based upon value of aircraft.
 - iii. Automobile Liability Insurance – coverage to include but not be limited to liability and property damage coverage for all automobiles
 - iv. Workers' Compensation and Employees' Liability
 - v. Pollution – including but not limited to underground storage tanks insured through BUSTR
- b. Sufficient Insurance Limits
 - i. Liability \$1,000,000 combined single limit
 - ii. Workers' Compensation – Statutory limits
 - iii. Pollution – at least \$1,000,000 combined single limit
- c. Policy Form – Policies should be on an "occurrence" basis except for pollution coverage which may be on a "claims made" basis at the discretion of the County. If such coverage is on a "claims made" basis it shall include 1) coverage retroactive to the date of the Operator's occupancy or use, 2) shall continue for a minimum 2 years after the completion of the contract, the term to be determined by the County based upon the nature of the operations.

- d. Aggregate Limits – Aggregate limits shall apply exclusive to this contract. If 25% or more of the aggregate liability limit is exhausted either by paid claims or reserved claims at any time the required insurance coverage is in effect, Operator shall purchase additional insurance to bring the insurance coverage to the full aggregate amounts set forth herein.
- e. Insurance Company Best's Rating – Insurance coverage shall be provided by companies that have rating of A- or higher, and VI or higher.
- f. Additional Insured – The County, its employees, officials, agents, assigns, boards, board members and successors of each shall be named as additional insureds to the insurance policies required pursuant to the agreement.
- g. Cancellation Notice – All insurance companies providing coverage under the terms of the agreement shall provide to the County, with at least thirty days written notice, any material change or cancellation of said policies of insurance.
- h. Policy Terms – Policy terms, including but not limited to conditions, exclusions, limitations, etc. shall be approved by the County. Further such policy shall not contain cross liability exclusion for the County's interests.

3. For property and machinery insurance the County and Operator shall agree in writing of what property is to be insured by the County and what property is to be insured by the Operator.

4. Operator shall provide to BCC, ACAA and Manager prompt notice of any claim that has a potential of exceeding \$25,000.

5. The standards and insurance requirements set forth herein are minimum County standards and minimums only and may not be adequate to fully protect the interests of the Operator.

6. Operator shall provide written notice to BCC, ACAA and the manager of any needed repairs or maintenance of BCC and/or ACAA property including, but not limited to, any buildings, runways, lights, taxiways.

PART VIII - SUBLEASES AND ASSIGNMENTS

No Person engaging in any Aeronautical Activity or providing any Aeronautical Service governed hereunder may sublease or assign such activity or service, in whole or any part thereof, without the prior written approval of the Manager, ACAA, and BCC, and which consent may be withheld based upon the sound judgment of the Manager. Any prospective sublessee or assignee shall fully comply with the Minimum Operating Standards herein. Any Person aggrieved by virtue of having a proposed sublease or assignment denied by the Manager may appeal as provided for herein.

PART IX - ENVIRONMENTAL

Any Person engaging in any Aeronautical Activity or providing any Aeronautical Service governed hereunder shall comply with all federal, state and local environmental requirements as they exist and may be amended from time-to-time.

PART X - INTERPRETATION; SEVERANCE

In interpreting these Standards, should any conflict occur between or among provisions herein or with any duly promulgated rule, procedure or directive of the Airport, then the Manager, in his or her sole discretion, shall determine which provision or provisions shall control. Interpretation decisions of the Manager may be appealed to the ACAA as provided in Part V herein.

If any term or provision of these Standards or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of these Standards, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of these Standards shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

PART XI - ENFORCEMENT

The Manager is empowered to enforce these Minimum Operating Standards against any violator and utilizing any and all appropriate means.

THESE MINIMUM OPERATING STANDARDS were approved by the Airport Manager and adopted by the Auglaize County Airport Authority at its Authority meeting on SEPTEMBER 8, 2009.

AUGLAIZE COUNTY AIRPORT MANAGER

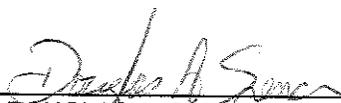
By: 
SEAN STROH, MANAGER

AUGLAIZE COUNTY AIRPORT AUTHORITY

By: 
TODD KITZMILLER, PRESIDENT

APPROVED AND ADOPTED by the Auglaize County Board of County Commissioners this 24 day of September, 2009 in Auglaize County, Ohio.

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO**

By: 
DOUGLAS A. SPENCER, BOCC PRESIDENT

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT FORMULA ALLOCATION PROGRAM GRANT AGREEMENT FOR FISCAL YEAR 2009.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of September, 2009.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, the Board of County Commissioners adopted Resolution No. 09-199 on June 2, 2009, authorizing the submittal of a grant application to the Ohio Department of Development, in the amount of \$151,000; and,

WHEREAS, the Board has received notice from the Ohio Department of Development that its funding request has been approved for the following projects:

City of St. Marys Canal/Hager Street Paving	\$28,100.00
City of Wapakoneta, Highland Area Sidewalk Program	\$31,500.00
Village of Buckland, Water & Wastewater Study	\$10,000.00
Moulton Township Hall Improvements	\$7,000.00
Village of Cridersville Tower Park improvements	\$4,800.00
Mercy Unlimited ADA Entry Doors	\$15,000.00
County Title Office ADA Improvements	\$28,600.00
Administration	\$22,000.00
Fair Housing Program	\$4,000.00

and,

WHEREAS, the Ohio Department of Development has provided the Board with the grant agreement for the execution by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board, Douglas A. Spencer, to execute the County's Small Cities Community Development Block Grant Formula Allocation Program Grant Agreement for F.Y. 2009; and,

BE IT FURTHER RESOLVED that an executed copy of this agreement be hereto attached and thus become 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
24th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Attachment

- Cc: Ohio Department of Development
 Poggemeyer Design Group – Dianne Guenther
 City of St. Marys
 City of Wapakoneta
 Village of Buckland
 Moulton Township
 Village of Cridersville
 Mercy Unlimited

STATE OF OHIO
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY DEVELOPMENT PROGRAM
CFDA No. 14.228

GRANT AGREEMENT

F.T.I. Number: 346400073

Grant Number: B-F-09-006-1

This Grant 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 (hereinafter variously referred to as the "Grantor"), and Auglaize County, located at 209 Blackhoof Street, Room 201, Wapakoneta, Ohio 45895-1972, (hereinafter variously referred to as the "Grantee"), for the period beginning September 1, 2009 and ending February 28, 2011 (the "Grant Period").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to the Grantee in the amount of **One Hundred Fifty-One Thousand Dollars and no cents (\$151,000)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Development Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. Accounting of Grant Funds. Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment allocation requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. Reporting Requirements. Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. Grantee shall comply with assurances and certifications contained in the Attachments D, and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. Grantee shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project(s), the Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. Inspections. At any time during normal business hours upon three (3) days prior written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the 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 personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

- a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit Office:
 - i. The opinion on the financial statements is other than unqualified.
 - ii. The report identifies a material instance of noncompliance.
 - iii. The report identifies a reportable condition or material weakness in internal controls.
 - iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
 - v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
 - vi. The report contains an uncorrected significant finding from a prior related audit.
- b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit Office. (See the OHCP Financial Management Rules and Regulations Handbook.)
- c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.
- d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will 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, or ancestry. Grantee will, in all solicitations 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, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts 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.

13. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the 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.

14. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify the Grantor for any cost of the Grantee which is disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. Certification of Grant Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Grant Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

17. Effects of Termination. Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

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. Conflict of Interest. No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. 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, agents and subcontractors. 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.

21. Adherence to State and Federal Laws, Regulations.

- a. General. Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.
- b. Ethics. In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (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 Executive Order 2007-01S 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.

22. Outstanding Liabilities. Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this award of Grant Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this award of Grant Funds, the Grantee shall be required to return all Grant Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

24. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

25. 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. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

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

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Office Chief
 2. In case of the Grantee, to:

Auglaize County Commissioners
209 Blackhoof Street, Room 201
Wapakoneta, Ohio 45895-1972
Attn: Douglas A. Spencer, President
- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. 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 Project(s). Should the parties consent to modification of the Agreement, 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.

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

GRANTEE:

Auglaize County

Douglas A. Spencer, President

By: *Douglas A. Spencer*

Name: Douglas A. Spencer

Title: President, Board of Auglaize
County Commissioners

Date: September 24, 2009

GRANTOR:

State of Ohio
Department of Development

Lisa Patt-McDaniel
Interim Director
Ohio Department of Development

By: _____

Name: _____

Title: _____

Date: _____

COMMUNITY DEVELOPMENT BLOCK GRANT
 FORMULA PROGRAM
 ATTACHMENT A - SCOPE OF WORK AND BUDGET
 PREPARED BY THE OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS

I. GENERAL DATA

Grantee.....: AUGLAIZE CNTY	Total Grant Award.....: \$ 151,000
Grant Number.....: B-F-09-006-1	Vendor I.D. No.....: 0000104153
Application Prepared: Dianne Guenther	Administrative Agency....: Poggemeyer Design Group, Inc.
Community CEO.....: Douglas A. Spencer	Administrative Contact...: Dianne L. Guenther
CEO Title.....: President	Title.....: C.D. Specialist
Address.....: 209 S. Blackhoof Street, Room 201	Address.....: 1168 N. Main Street
	Bowling Green, OH 43402-
Phone Number.....: 419-739-6710	Contact Phone Number.....: 419-352-7537
FAX Number.....: 419-739-6711	Contact FAX Number.....: 419-353-0187
County.....: Auglaize	% of CDBG for LMI Benefit: 86.40 %
Field Area/Rep.....: C - D.J. Pasquariello	% of CDBG for Public Serv: 0.00 %
Local Program Income: \$ 0	% of CDBG for Admin/FH...: 17.21 %
Included in the Budget	
Ohio House Dist/Rep.: 76 - Cliff Hite	Senate District.....: 01 - Steve Buehner
78 - John Adams	12 - Keith Faber

II. PROGRAM BUDGET

Project	Activity Number/Name	CDBG AMOUNT	Other Funds		Total	Activity	Activity
Nbr			Amount -	Source	Activity Cost	Qualified	Purpose
-----	-----	-----	-----	-----	-----	-----	-----
01	1. Street Improvements	\$ 28.100	\$ 10.250	City	\$ 38.350	Census	Public Fac.
02	2. Sidewalk Improvements	\$ 31.500	\$ 2.900	City	\$ 34.400	Survey	Public Fac.
03	3. Public Rehabilitation	\$ 7.000	\$ 1.000	Township	\$ 8.000	S/B	Public Fac.
04	4. Flood & Drainage Fac.	\$ 4.800	\$ 0		\$ 4.800	Census	Public Fac.
05	5. Neighb. Fac/Community Ctr	\$ 15.000	\$ 1.500	Local	\$ 16.500	Ltd Citi.	Public Fac.
06	6. Public Rehabilitation	\$ 28.600	\$ 3.300	County	\$ 31.900	Ltd Citi.	Public Fac.
07	7. Fair Housing Program	\$ 4.000	\$ 0		\$ 4.000	-----	Fair Housing
	8. General Administration	\$ 22.000	\$ 0		\$ 22.000	-----	Plan/Admin.
	9. Planning	\$ 10.000	\$ 2.000	Village	\$ 12.000	-----	Planning
Project 07 Subtotal:		\$ 36.000	\$ 2.000		\$ 38.000		
Grant Total:		\$ 151.000	\$ 20.950		\$ 171.950		

COMMUNITY DEVELOPMENT BLOCK GRANT
 FORMULA PROGRAM
 ATTACHMENT A - SCOPE OF WORK AND BUDGET
 PREPARED BY THE OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS

Grantee.....: AUGLAIZE CNTY

Grant Number.....: B-F-09-006-1

III. PROGRAM DATA

Project Nbr(Activity Nbrs)	Location	Target Area	Longitude/	Latitude	Beneficiaries	LMI Percent	National Objective
01 / Activity Nbr - 1	City of St. Mary's	A006007	-84.379996/	40.548025	873	58.40%	LOW/MOD.
02 / Activity Nbr - 2	City of Wapakoneta	A006011	-84.193055/	40.576029	98	65.00%	LOW/MOD.
03 / Activity Nbr - 3	Twp. of Moulton		-84.272828/	40.579749	1,682	19.10%	SLUM/BLIGHT
04 / Activity Nbr - 4	Vlg. of Cridersville	A006002	-84.142294/	40.652713	717	60.40%	LOW/MOD.
05 / Activity Nbr - 5	Cnty. of Auglaize		-84.193486/	40.570563	11,000	100.00%	LOW/MOD.
06 / Activity Nbr - 6	Cnty. of Auglaize		-84.196368/	40.565005	4,661	100.00%	LOW/MOD.
07 / Activity Nbr - 7	Cnty-wide				46,611	32.70%	-----
07 / Activity Nbr - 9	Vlg. of Buckland	A006001	-84.258043/	40.621634	255	51.40%	-----
Total Beneficiaries:					65,897		

IV. PROGRAM OUTCOMES

Activity Number/Name	Location	Outcomes
1. Street Improvements	City of St. Mary's	Provides Improved Access Measureable: 1.124.00 Linear Feet Funds will be used to repave 1.124 LF of Canal and Hager streets.
2. Sidewalk Improvements	City of Wapakoneta	Provides Improved Access Measureable: 1.200.00 Linear Feet Funds will be used to install 1.200 LF of Highland Avenue and Franklin Street.
3. Public Rehabilitation	Twp. of Moulton	Provides Improved Access Measureable: 1.00 Buildings Rehabbed/Constructed Funds will be used for the replacement of windows on the Moulton Township Hall.
4. Flood & Drainage Fac.	Vlg. of Cridersville	Provides Improved Access Measureable: 1.460.00 Linear Feet Funds will be used to install 1,460 LF of drainage in Tower Park.
5. Neighb. Fac/Community Ctr	Cnty. of Auglaize	Provides Improved Access Measureable: 1.00 Elevators/Doors Installed Funds will be used to install a handicapped accessible rear entrance door at Mercy Unlimited, Inc.

COMMUNITY DEVELOPMENT BLOCK GRANT
FORMULA PROGRAM
ATTACHMENT A - SCOPE OF WORK AND BUDGET
PREPARED BY THE OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS

Grantee.....: AUGLAIZE CNTY

Grant Number.....: B-F-09-006-1

IV. PROGRAM OUTCOMES CONTINUED

Activity Number/Name	Location	Outcomes
6. Public Rehabilitation	Cnty. of Auglaize	Provides Improved Access Measureable: 1.00 Restroom Facilities Installed 2.00 Elevators/Doors Installed Funds will be used to install 2 ADA doors and 1 ADA restroom at the Auglaize County Title Office building.
7. Fair Housing Program	Cnty-wide	Measureable: 1.00 Standard Fair Housing Program To conduct standard FH program as described in State Plan, as amended.
9. Planning	Vlg. of Buckland	Funds will be used to complete a Wastewater Collection and Treatment Study along with a Water Supply and Distribution Study for the village.

P.M. & E: 

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO ISSUE A WARRANT TO VILLAGE OF NEW KNOXVILLE FROM THEIR PERMISSIVE LICENSE PLATE TAX FUND AS RECOMMENDED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of September, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the following letter of request was submitted to the Board of County Commissioners by Doug Reinhart, County Engineer:

Gentlemen:

The Village of New Knoxville has provided to me a paid invoice in excess of \$25,000 for improvements to Main Street completed this year which qualifies for Permissive License Plat Tax funding. Please authorize the Auglaize County Auditor to reimburse the Village of New Knoxville \$7,500 from their Permissive License Plate Fund..

s/Douglas Reinhart
Douglas Reinhart, P.E., P.S.
Auglaize County Engineer

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, respective of Engineer Reinhart's request, does hereby authorize the County Auditor to issue a warrant in the amount of \$7,500 made payable to the Village of New Knoxville with funds to be drawn from their Permissive License Plate Tax Fund.

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

Adopted this
24th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

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

cc: County Engineer
 County Auditor
 Village of New Knoxville

IN THE MATTER OF GRANTING AN EXTENSION OF TIME TO COMPLETE SURVEY, REPORTS AND SCHEDULES BY THE COUNTY ENGINEER FOR THE SPENCER #2 DITCH.

The Board of Auglaize County Commissioners met in regular session on the 24th day of September, 2009.

Commissioner Regula moved the adoption of the following

RESOLUTION

WHEREAS, pursuant of Resolution #09-245, dated July 2, 2009, the Engineer's Reports on the Spencer #2 Ditch project were due to the Board of County Commissioners on this date, September 24, 2009; and,

WHEREAS, a Request for Extension of time to complete survey, reports and scheduled by County Engineer was submitted to the Board of County Commissioners by Asst. County Engineer Kevin Schnell with the following content:

In the Matter of the Spencer #2 Single County Ditch
Petitioned for by
Ron Spencer, James Gossard
And others;

To the Board of Auglaize County Commissioners;

By reason of the inclemency of the weather and the pressure of other work, I find it impossible to complete the survey, reports and schedules of the about named improvement within the time prescribed by your order of the 2nd of July, 2009, and I, therefore, respectfully request an extension of time within which to complete same.

Respectfully,
s/Kevin Schnell, Asst. Co. Engineer

Earlier this summer, I had asked for an extension of time to complete the survey and engineer's report for the Spencer Ditch #2 (see July 2 Resolution). At that time, we were not sure if the property owners wanted to continue with this petition due to the fact that 2 landowners had performed 2/3rds of the petition on their own. The original petition had called for replacing 3 separate tile mains, which we were calling Branches 1, 2, and 3. Branches 2, and 3 were replaced by Dave Schwieterman this spring by Ron Spencer and James Gossard. The remaining Branch 1 was left along.

My last request at the end of June, this summer, was for a 90 day extension of time to investigate the status of the petition with the landowners involved. I have contacted all of the landowners regarding Branch 1 and it appears that the petition to replace Branch 1, plus to clean out a section of an open ditch, is still being considered by the property owners. When the corn comes off, I will need to complete the survey on the open ditch portion of the petition before I can complete the Engineer's Report.

I am requesting an extension of time until December 31st, 2009, to complete that work.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby grant the extension of time for completion and submittal of the Engineer's Reports for the Spencer #2 Single County Ditch to December 31st, 2009 at 10:00 a.m. for reasons so above stated.

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

Adopted this
24th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

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

cc: County Engineer

IN THE MATTER OF ADOPTING THE PREVENTION, RETENTION AND CONTINGENCY PROGRAM FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES PURSUANT TO ORC 5108.01 THROUGH 5108.10.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 24th day of September, 2009.

Regula moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code 5108.01 through 5108.10, a new Prevention, Retention and Contingency Program must be adopted for the Auglaize County Department of Job and Family Services; and,

WHEREAS, Michael Morrow, Director of Auglaize County Department of Job and Family Services has submitted to the Board of County Commissioners a PRC Plan for Auglaize County; and,

WHEREAS, said Prevention, Retention and Contingency (PRC) Program is designed to help families overcome immediate barriers to achieve or maintain self-sufficiency and personal responsibility. PRC assistance is not an entitlement program. The Auglaize County PRC Program is intended to address the needs of the individual and the family, for the purpose of an adult family member obtaining employment while providing a stable home environment. Services are provided to prevent a household from reliance on Ohio Works First (OWF) cash assistance. PRC services are also provided to help people retain employment. Contingency services are provided to meet presenting needs that, if not satisfied, threatens the safety, health, or well-being of one or more minor members of the household. These services are limited to the amount and type of services required, not to exceed the parameters established herein. ACDJFS will inform all applicants of Food Stamps, Medicaid, Child Care, and Early Start availability; and,

WHEREAS, Director Morrow requested that the Board approve and execute the PRC Program, as presented, effective October 1, 2009.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the PRC Program plan as presented by Auglaize County Department of Job & Family Services Director; and,

BE IT FURTHER RESOLVED that this Program is effective as of October 1, 2009 and will remain in effect until otherwise modified or terminated; and,

BE IT FURTHER RESOLVED that the Board hereby authorize and ratifies the execution of said program document..

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

Adopted this
24th day of
September, 2009

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: ✓ Auglaize County Department
of Job & Family Services

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONIES CERTIFIED AND NOT APPROPRIATED FOR FY 2009 FAA VISION GRANT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 24TH day of September, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, under the date of January 8, 2009, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2009 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and

WHEREAS, Janet Schuler did inform the Board that monies were certified and unappropriated in the FY 2009 FAA Vision Grant fund. Therefore, the Board will amend the 2009 Annual Appropriation as follows:

Increase 093.0093.530600 Construction	\$ 59,439.00
Increase 093.0093.550200 Planning	\$ 34,298.00
Increase 093.0093.550400 Administration	\$ 950.00

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does order the 2009 Annual Appropriation Resolution be amended to show the change 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 24th day
of September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Cc: County Auditor
Joseph R. Lenhart