

**IN THE MATTER OF MAKING APPOINTMENTS TO THE AUGLAIZE COUNTY DEMOLITION  
ADVISORY COMMITTEE.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of September, 2012.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on March 12, 2012, Ohio Attorney General Mike DeWine settled with five of the nation's largest mortgage services over foreclosure abuses, fraud, and unfair and deceptive mortgage practices. The Attorney General allocated a total of \$75 million to all 88 counties in Ohio to demolish vacant, abandoned and blighted residential properties that detract from existing home values and create a toxic breeding ground for crime. The Board of County Commissioners will be acting as the lead entity for Auglaize County; and,

**WHEREAS**, it is necessary to form a new Demolition Advisory Committee consisting of representative from townships, villages, cities, health department and legal representative that would provide direct or indirect support during the length of the grant from August 1, 2012 to December 31, 2013; and,

**WHEREAS**, the following persons have consented to serve on the Demolition Advisory Committee:

- |  |               |
|--|---------------|
| Mary Ruck  | Craig Moeller |
| Chad Elshoff   | Don Harrod    |
| Michael K. Hensley   | Esther Leffel |
| Curt Anderson  |               |
| Legal representative from the Auglaize County Prosecuting Attorney's Office as an advisory role. |               |

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby appoint the above mentioned persons to serve on the Demolition Advisory Committee for the Attorney General's Moving Ohio Forward Grant Program.

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

Adopted this  
6th day of  
September, 2012

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: Poggemeyer Design Group  
Appointed Board Members

**IN THE MATTER OF APPROVING AND AUTHORIZING ENTRY LEVEL HOURLY RATES FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of September, 2012.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County Department of Job & Family Services Director Michael Morrow has submitted to the Board of County Commissioners a new base pay chart to increase the entry level hourly rate for all employees of said department, all employees as of now, exceed the entry level pay.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the new entry level hourly rate chart listing of all entry level hourly rates for the employees at the Auglaize County Department of Job & Family Services as mentioned above; and,

**BE IT FURTHER RESOLVED** that a copy of said classification chart be hereto attached and thus be made a part of this Resolution.

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

Adopted this  
6th day of  
September, 2012

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 Department of Job & Family Services –  
Michael Morrow

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT WITH THE CITY OF ST. MARYS FOR THE MOVING OHIO FORWARD DEMOLITION GRANT PROGRAM.

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of September, 2012.

Commissioner Bergman moved the adoption of the following:  
**RESOLUTION**

WHEREAS, on behalf of the City of St. Marys, the Board of County Commissioners made application and was awarded funding in the amount of \$215,777.00 through the Ohio Attorney General's Office pursuant to the Moving Ohio Forward Demolition Program; and,

WHEREAS, it is necessary for the Board and the City to enter into a subrecipient agreement for this grant program whereby the City assumes administrative and regulatory obligations for the City's demolition projects; and,

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the execution of the subrecipient agreement with the City of St. Marys for the Attorney General's Moving Ohio Forward Demolition Grant Program; and,

BE IT FURTHER RESOLVED that an executed copy of the agreement be hereto attached and thus become a part of this Resolution.

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

Adopted this  
6th day of  
September, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer      ye  
Douglas A. Spencer

Don Regula      yes  
Don Regula

John N. Bergman      yes  
John N. Bergman

cc. City of St. Marys  
Poggemeyer Design Group, Inc.

**MOVING OHIO FORWARD DEMOLITION PROGRAM  
SUBRECIPIENT AGREEMENT BETWEEN**

**[Lead Entity]**

**AND**

**[Subrecipient]**

THIS AGREEMENT is made effective as of 8-30, 2012 by and between Auglaize County ("Lead Entity") and CITY OF ST. MARYS ("Subrecipient") to undertake residential demolition projects ("Projects") as defined herein pursuant to the Moving Ohio Forward Demolition Program ("Program") as approved by the Ohio Attorney General's Office ("AGO").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, has applied for and has been awarded funds from the AGO; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

**I. SCOPE OF WORK.**

A. Activities. Subrecipient shall conduct all Projects in compliance and consistent with the Program Guidelines, Lead Entity Application, and Agreement between the AGO and the Lead Entity, incorporated by reference herein and available at the Lead Entity's Office.

B. Project. Demolition Funds may be used for the sole and express purpose of undertaking and completing residential Projects as described in the Scope of Work attached hereto as Exhibit A.

**II. SCOPE OF SERVICES.**

A. General Administration. Subrecipient will be responsible for the general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and the AGO.

B. Levels of Accomplishment – Goals and Performance Measures. Pursuant to the Program Guidelines, Subrecipient shall be responsible for completing the Projects and reporting such measures as units demolished and waste removal efforts undertaken as . Subrecipient shall also include time frames for performance to the Lead Entity as requested.

C. Staffing. Subrecipient shall ensure adequate and appropriate staffing is allocated to each Project. Subrecipient shall at all times remain an independent contractor with

respect to the services to be performed under this Agreement. Neither Subrecipient nor its personnel shall at any time, or for any purpose, be considered as agents, servants or employees of the AGO or the State of Ohio.

D. Performance Monitoring. Lead Entity will monitor the performance of each Subrecipient. Subrecipient shall provide Lead Entity all necessary reporting information as required by the AGO for reimbursement and in the administration and review of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

### III. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on 8-30, 2012 and end on or before December 31, 2013 ("Project Period"), unless otherwise agreed to between the Lead Entity and the AGO in writing. All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program Funds.

### IV. PAYMENT

Lead Entity shall obligate Program Funds in an amount not to exceed \$:\_\_\_\_\_ for the sole and express purpose of undertaking the Projects described herein. It is expressly agreed and understood that the total amount to be paid by the Lead Entity to the Subrecipient under this Agreement shall not exceed the amount set forth in this paragraph.

Payment of Program Funds to Subrecipient shall be made upon the timely submission to Lead Entity of a Reimbursement/Disbursement Request Report, attached hereto as Exhibit B. Lead Entity reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

Program Funds shall be used solely for the stated purposes set forth in the Program Guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate. Any income resulting from the performance of Subrecipient's obligations under this Agreement shall remain with Subrecipient. If the Program Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or are not expended, the amounts improperly expended or not expended shall be returned within thirty (30) days after the expiration or termination of this Agreement. Lead Entity shall require completed Projects before payment is made to Subrecipient.

All costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement/disbursement is sought, or substantiating any matching funds requirement, shall be fully documented.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

SUBRECIPIENT:

Name: CRAIG MOELER

Title: SUPD. COMM. SERVICES & ENGINEERING

Telephone: 417-394-3303 EXT. 3118

E-mail: CMOELLER@CITYOFSTIMMERS.NET

LEAD ENTITY:

Name: Douglas S. Spitzer

Title: Bocc President

Telephone: 419-739-6710

E-mail: Commissioners@auglaizecounty.org

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. Subrecipient shall submit to Lead Entity the reports as required by the Program Guidelines.

B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, all of its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment. Subrecipient shall permit Lead Entity to audit, examine and make copies or transcripts from such records.

VII. GENERAL CONDITIONS

A. Adherence to State and Federal Laws, Regulations

(1) General. Subrecipient agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement and in expending any Program Funds. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- (2) Ethics. Recipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Recipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (4) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- (5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.
- (6) Non-Assistance to Terrorist Organization. If the potential compensation to Subrecipient under this Agreement exceeds \$100,000.00, Subrecipient hereby represents and warrants that it has not provided any material assistance, as that term is defined in R.C. 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization," available at <http://homelandsecurity.ohio.gov/dma/dma.asp>. Subrecipient further represents and

warrants that it has provided or will provide such document to the Lead Entity prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Lead Entity any funds paid under this Agreement.

- (7) Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.
- (8) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.
  - B. Subcontracts. Subrecipient shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Lead Entity to terms inconsistent with, or at variance from, this Agreement.
  - C. Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.
  - D. Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party 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.
  - E. Source and Availability of Funds. Subrecipient acknowledges that the source of the Program Funds is a court approved consumer settlement agreement. Lead Entity shall have no obligation to advance or pay Subrecipient with any funds other than the funds Lead Entity receives from the AGO.
  - F. Termination Procedure
    - (1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:
      - (a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.
      - (b) Failure of Subrecipient to submit complete and accurate reports.

(c) Failure of Subrecipient to use the Program Funds for the stated purposes in this Agreement.

(2) Effects of Termination. Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials

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Agreement.

(c) Failure of Subrecipient to use the Program Funds for the stated purposes in this

(c) Failure of Subrecipient to use the Program Funds for the stated purposes in this Agreement.

(2) Effects of Termination. Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(3) Forebearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement 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.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.

C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

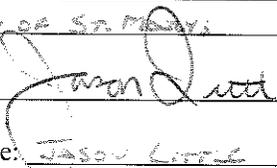
D. Private Property. No action shall be taken to impose a conservation easement on a property on which Program Funds are used.

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

**SUBRECIPIENT:**

Address: 101 E. SPRING ST.

CITY OF ST. MARYS

By: 

Name: JASON LITTLE

Title: DIRECTOR OF PUBLIC SERVICES AND SAFETY

**LEAD ENTITY:**

Address: 209 S. Blackhoof Street, Room 201

Wapakoneta Ohio 45895

By: 

Name: DOUGLAS A. SPENCER

Title: BOCC President

Date: 8-30-2012

Date: 9-10-2012

**ATTACHMENT A**  
**Scope of Work**

Scope of Work. Each Project includes residential demolition activities such as asbestos surveys, required asbestos abatement, demolition of buildings, and waste removal. Other reimbursable demolition activities include the following Demolition Hard Costs, Demolition Soft Costs, and a portion of General Administrative Costs:

<p align="center"><b>General Administrative Costs</b> (5% limit per completed demolition cost, with program totals not to exceed \$100,000)</p> <ul style="list-style-type: none"> <li>• General Management and Oversight of Program</li> <li>• Technical Support Services</li> <li>• Monitoring and Evaluation</li> <li>• Preparation of Reimbursement/Disbursement Requests</li> <li>• Performance Report Preparation</li> <li>• Local Historic Review/Assessments (OHPO clearance is not required)</li> <li>• State Audit(s)</li> <li>• Other expenses approved on a case-by-case basis by the AGO</li> </ul>	<p align="center"><b>Demolition Hard Costs</b> (reimbursed 100% for completed demolitions)</p> <ul style="list-style-type: none"> <li>• Demolition of Buildings</li> <li>• Removal of Asbestos</li> <li>• Removal of other Hazardous Materials</li> <li>• Clearance of Structures (poles, fences, walls, driveways, service walks, etc.)</li> <li>• Removal of Underground Storage Tanks and Utility Services</li> <li>• Removal and/or Filling/Capping of Septic Systems and Wells</li> <li>• Clearance of Debris and Garbage</li> <li>• Site Restoration (grading and seeding)</li> <li>• Regulatory Permit and Inspection Fees</li> <li>• Other expenses approved on a case-by-case basis by the AGO</li> </ul>
<p align="center"><b>Ineligible Moving Ohio Forward Costs</b> (no reimbursement)</p> <ul style="list-style-type: none"> <li>• Acquisition of Real Estate</li> <li>• Payment of Real Estate Taxes and Tax Delinquencies</li> <li>• Payment of Tax Liens and Property Assessments</li> <li>• Payment of Delinquent Utility Costs</li> <li>• Marketing of Project Site(s)</li> <li>• Preparation of the Moving Ohio Forward Application including the Strategic Planning component</li> <li>• Litigation expenses</li> <li>• Property Maintenance</li> </ul>	<p align="center"><b>Demolition Soft Costs</b> (reimbursed 100% for completed demolitions)</p> <ul style="list-style-type: none"> <li>• Environmental Assessments</li> <li>• Asbestos Surveys</li> <li>• Title Searches</li> <li>• Legal fees approved on a case-by-case basis for local governments without available legal counsel, contract preparation and review</li> <li>• Architectural/Engineering Fees, including cost estimates, bid specifications and job progress inspections</li> <li>• Legal/Bid Advertisements</li> <li>• Other expenses approved on a case-by-case basis by the AGO</li> </ul>

**ATTACHMENT B**

**REIMBURSEMENT/DISBURSEMENT REQUEST REPORT**

Provide the following information on each demolition project reimbursement request with attached supporting documentation. Each report shall provide the street address, itemization of expenses claimed, any applicable matching funds, and amount requested. Attachments to the report shall include photographs, invoices, authority for demolition, environmental reports and any applicable waste shipment record. Only one subrecipient agreement and contractor, subcontractor or vendor agreement shall be provided per entity.

Address

Text box

Itemization of expenses

Text box

Match dollars, if applicable

Text box

Reimbursement requested

Text box

**CERTIFICATION**

I certify that this Request for Payment is in accordance with the terms and conditions of the Grant Agreement cited and is proper for payment to the Grantee's depository. I also certify that the date reported above is correct and that back-up detailed documentation has been submitted.

Digital signature box

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



**IN THE MATTER OF FINDING FOR THE IMPROVEMENT OF THE GUTMAN #3 DITCH PROJECT;  
PETITIONED BY ROBERT FLINN, ALAN FREY, GUS ZWIEBEL AND OTHERS; SETTING DATE TO  
RECEIVE ENGINEER'S REPORTS ON SAID PROJECT.**

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The Board of Auglaize County Commissioners met in regular session on the 6th of September, 2012.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners, in Resolution #12-258, dated June 21, 2012, set, August 30, 2012, for the first hearing of the petition of the Gutman #3 Ditch Project, the Board met in the Chambers – 2nd Floor at the Auglaize Acres building and conducted the hearing by causing the petition to be publicly read to those present by Chad Scott for the County Engineer's Office; and,

**WHEREAS**, the Board finds that due and legal notice has been given in the manner and for the length of time required by law, to all owners of land affected by said improvement; and,

**WHEREAS**, the Board has made an actual view of the proposed improvement on August 9, 2012, and has heard either in person or by counsel all evidence offered by any owner of land for or against the granting of the proposed improvement, or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, or any application therefore; and,

**WHEREAS**, the County Engineer's Preliminary Report has determined that the route and termini of the proposed improvement meets the prayer of the petition and that there are no reasonable alternative routes; and,

**WHEREAS**, the cost of the proposed improvement is less than the benefits derived.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby direct the County Engineer to proceed with the necessary survey for the proposed improvement, plans for the structures, maps showing the location of the land proposed to be assessed, and profiles showing the cuttings and gradient of the improvement, and make an estimate of the cost of the construction of the improvement; which shall include actual construction cost, the cost of engineering, and the cost of notices, publication and other incidental expenses; and set proper construction stakes, and perform such other duties as required by Section 6131.14 of the Ohio Revised Code; and,

**BE IT FURTHER RESOLVED** that the Board does set **March 28, 2013 at 9:00 a.m.** as the date and time for the filing of the above mentioned County Engineer's Reports.

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

Adopted this  
6th day of  
September, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

<u>Douglas A. Spencer</u>	<u>1/2</u>
Douglas A. Spencer	
<u>Don Regula</u>	<u>yes</u>
Don Regula	
<u>John N. Bergman</u>	<u>yes</u>
John N. Bergman	