

County Commissioners' Office
Auglaize County, Ohio
April 23, 2009

No 09-151

**IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT BETWEEN PUBLIC ASSISTANCE
AND BOARD OF COUNTY COMMISSIONERS FUNDS.**

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 23rd day of April, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Mike Morrow, Director Auglaize County Jobs and Family Services has requested that \$5,500.00 of the grant money set aside for his Department be transferred to the Commissioners employee salary. The transfer reflects Jobs and Family Services share of paying for the second IT position.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make a budget adjustment as follows:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
PUBLIC ASSISTANCE		BOARD OF COMMISSIONERS
001-0905-533400 – Grant	\$ 5,500.00	001-0101-510200 – Employee Salary

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

Adopted this 23rd day
Of April, 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

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

The Board of County Commissioners of Auglaize County, Ohio met in reorganization session on the 23rd day of April, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

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

WHEREAS, the Board must set a special session on April 26, 2009 from 2:00 p.m. to 6:00 p.m. or until the close of business, for the purpose of attending National Crime Victims' Rights week Tree Planting ceremony at the LEC, then attend the Buckeye Farm Antiques dinner at Palazzo Hall , Botkins, Ohio; and,

WHEREAS, the Board must set a special session on May 4, 2009 from 8:30 a.m. to 4:00 p.m. or until the close of business, for the purpose of attending the CCAO Managing Fiscal Resources & Making Tough Staffing Decisions Seminar to be held at Edison Community College in Piqua, Ohio.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set the above mentioned date, time and place to convene a special session of said Board; and,

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

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

Adopted this
23rd day of
April, 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: newspapers

IN THE MATTER OF APPROVING CONTRACTS FOR CHILD CARE SERVICES BETWEEN THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND TERESA DREXLER AND KRISTINA YANEY AS TYPE B CARE PROVIDERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job & Family Services presented the Board with contracts for child care services from the following as a Type B day care providers:

Teresa Drexler – from April 1, 2009 to March 31, 2010

Kristina Yaney – from May 1, 2009 to April 30, 2010;

and,

WHEREAS, the Board was solicited to approve and execute said contracts.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the contracts, as presented, for effective dates as mentioned above, between Auglaize County Department of Job & Family Services and Teresa Drexler and Kristina Yaney for child care services for said department; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said contracts.

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

Adopted this
23rd day of
April, 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 Job & Family Services Dept. –
Michael Morrow

IN THE MATTER OF AUTHORIZING A REVISION TO THE DEPRECIATION LIFE OF THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR FINANCIAL STATEMENT REPORTING PURPOSES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2009.

Commissioner Regula the adoption of the following:

RESOLUTION

WHEREAS, the building which houses the Auglaize County Department of Job and Family Services was purchased in 1992 by the County by the issuance of County Building acquisitions bonds; and,

WHEREAS, a building depreciation life was calculated, at that time, for thirty (30) years; and,

WHEREAS, it has now been requested that the Board of County Commissioners authorize the term of this depreciation life to be changed from thirty (30) years to twenty-five (25) years for financial statement reporting purposes.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the revision of the Depreciation Life for the Auglaize County Department of Job and Family Services from thirty (30) years to twenty-five (25) years for financial statement reporting purposes as requested.

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

Adopted this
23rd day of
April, 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 Department of Job & Family Services –
Michael Morrow
✓ County Auditor

IN THE MATTER OF AUTHORIZING THE EXECUTION OF THE PROJECT GRANT AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR THE COUNTY'S MULTI-ROAD RESURFACING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2009

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County has received a grant from Ohio Public Works Commission (OPWC), in the amount of \$360,000.00 for the sole and express purpose of financing or reimbursing costs of the County's 2009 Multi-Road Resurfacing Program; and,

WHEREAS, County Engineer Doug Reinhart has presented to the Board of County Commissioners a project grant agreement for this OPWC grant, requesting that the Board approve the agreement and authorize the execution of same.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby approve the project grant agreement between Auglaize County and Ohio Public Works Commission for a grant of \$360,000.00 to be used for the County's 2009 Multi-Road Resurfacing Program; and,

BE IT FURTHER RESOLVED that said Board authorizes Commissioner Douglas A. Spencer to execute the project grant agreement as presented.

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

Adopted this
23rd day of
April, 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

OHIO PUBLIC WORKS COMMISSION

PROJECT AGREEMENT

OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this 17th day of April, 2009 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and Auglaize County, Auglaize County (hereinafter referred to as the "Recipient"), located at 209 S. Blackhoof Street Wapakoneta, OH 45895, in respect of the project named Multi-Road Resurfacing Program, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code : **011-00011**

OPWC Project Control No. **CMU03**

WHEREAS, the Local Transportation Improvement Fund created under Section 164.14 of the Revised Code is to benefit local subdivisions (as hereinafter defined) for the construction, reconstruction, improvement, or planning of transportation infrastructure (as hereinafter defined);

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with one or more Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, pursuant to Section 164.14 of the Revised Code, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Divisions C and E of Section 164.14 of the Revised Code;

WHEREAS, Section 164.14 of the Revised Code permits a grant of funds for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the construction, reconstruction, improvement, or planning of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project described in Appendix A of this agreement has been duly recommended to the Director pursuant to Section 164.14 of the Revised Code by the District Public Works Integrating Committee of the Recipient; and

WHEREAS, the Director desires to approve the Recipient's request for a grant of financial assistance to finance certain costs of the Project, such moneys being allocated out of the State and Local Government Highway Distribution Fund to the Local Transportation Improvement Fund in the State Treasury;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent.

"Act" means Chapter 164 of the Revised Code, enacted and amended thereunder, together with Chapter 164-1 of the Ohio Administrative Code (the "Administrative Code").

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction and improvement of roads and bridges of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the Chief Executive Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the Chief Fiscal Officer of the Recipient and as designated pursuant to Section

6 hereof or his authorized designee as per written notification to the Director.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects, and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees created pursuant to Section 164.04 of the Revised Code, the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.14 of the Revised Code.

"Fund" means the Local Transportation Improvement Fund created pursuant to Section 164.14 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township.

"Local Subdivision" means any county, municipal corporation, or township of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of these percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project and as designated pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Revised Code Section 164.14 as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Transportation Infrastructure" means any highways, roads, streets, or bridges and the necessary safety appurtenances thereto constructed, reconstructed, expanded, improved, or engineered on authority of funds allocated pursuant to Section 164.14 of the Revised Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented, or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement and term "hereafter" means after, and the term "heretofore" means before the effective date of this

Agreement.

SECTION 2. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the Grantor hereby grants to the Recipient moneys from the Fund, not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the Grantor under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 3. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION 4. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 5. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2 for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. Disbursements. All payments made by the Grantor shall be made directly to the Contractor that performed the work and originated the invoice, unless the Grantor expressly authorizes Recipient to use the reimbursement method specified in Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code.

(a) Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager as set forth in Appendix B of this Agreement.

(b) Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(b). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and complete, initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it, by regular, first class, United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- (1) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (2) If the request is for disbursement to the Recipient pursuant to Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (3) The Project Manager's certification pursuant to this Section 6(b) of this Agreement;
- (4) The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- (5) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

In the event that any money is disbursed to the Recipient pursuant to this Section 6(b) of this Agreement to pay a portion of an invoice submitted by a Contractor, the Recipient shall expend such money to pay such Contractor for costs of the Project within twenty-four (24) hours after receipt thereof.

The Recipient represents that the Project was initially purchased, constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

(c) Disbursement Submittal Deadlines. The Recipient shall submit no more than one Disbursement Request per calendar month.

(d) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations.

(e) Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, such changes must be approved through the execution of a formal Amendment to this Agreement.

(f) Excess Moneys. In the event that the Recipient determines that it will no longer require all or any portion of the moneys granted pursuant to Section 2 hereof for authorized Project purposes, such as acceptable construction bids being received in dollar amounts significantly below project budget-related cost estimates, the Recipient shall mail, by first-class mail postage prepaid, a written notice to the Director. Such notice shall state (1) that the Recipient does not intend to use certain moneys granted to it pursuant to Section 2 hereof for authorized Project purposes and (2) the amount of such moneys no longer required. Upon receipt of such notice, the moneys specified therein shall no longer be available to pay costs relating to the Project.

(g) Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, Recipient may, with the approval of its District Public Works Integrating Committee, apply to the Director for supplemental assistance. The Director may approve such supplemental assistance only if the Recipient demonstrates to the Director's satisfaction that such funding is necessary for the completion of the Project and that the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

(h) Project Completion Report. By executing the Project Completion Report section provided in Appendix E, page 2 of this Agreement, the subdivision certifies that the Project is completed, and the subdivision will submit no additional invoices. When executed, this section represents the complete understandings between the OPWC and the subdivision as to the status of the Project. No other agreements, negotiations, conversations, or any other communications of any form may be submitted as evidence of the status of the Project. The OPWC will not accept or receive disbursement requests subsequent to the subdivision's execution of the Project Completion Report.

SECTION 7. Retainage. Except as provided in the second sentence of this Section 7, Recipient shall comply in all respects with the requirements of Sections 153.12, 153.13, 153.14, and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. Upon written notification to and approval of the Director, Recipient may use its legally applicable construction contract requirements for the project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Section 153.12, 153.13, 153.14, and 153.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

(a) Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement, a description of the manner or mechanisms of providing its local share of Project funds.

(b) Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

(a) Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

(b) Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;

(c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;

(d) Recipient has complied with all procedures, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;

(e) Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement

according to its terms;

(f) Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section 2 hereof:

(I) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Act;

(ii) All of the Project is owned, or will be owned, by the Recipient or another eligible local subdivision.

(g) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

(h) Ohio Products. The Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use, Ohio products, materials, services and labor in connection with the Project;

(i) Equal Employment Opportunity. Recipient shall require that all contractors and subcontractors working on the Project comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Administrative Code, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9;

(j) Prevailing Wage. Recipient shall comply, and shall require that all Contractors and subcontractors working on the Project comply, with the prevailing wage requirements contained in Sections 4115.03 to 4115.16 of the Revised Code.

(k) Construction Bonds, Insurance and Supervision.

(I) The Recipient shall require that each of its construction contractors furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

(ii) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract, Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

(iii) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OPWC and the Recipient at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the Grantor, at the Grantor's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Grantor may from time to time reasonably require. The Recipient shall submit to the Grantor a final narrative report detailing the results of the Project and the expenditure of funds made pursuant to this Agreement. The Recipient shall submit the final narrative report to the Grantor no later than 90 days after completion of the Project.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director or his

representative access to and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the Project sufficient to impose upon the Director any of the obligations specified in Section 126.30 of the Revised Code. Provided that the Recipient is not a Local Political Subdivision (as defined in this Agreement), the Recipient shall indemnify, and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

SECTION 14. Termination. Grantor's obligations under this Agreement shall immediately terminate upon the failure of Recipient to comply with any of the terms or conditions contained herein. Upon such termination, Recipient shall be obligated to return any moneys delivered to Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which the Grantor formally notifies Recipient that all findings set forth in the final report of audit required in Section 8 have been satisfactorily resolved.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and

the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersedes any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement, be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within forty-five (45) days limit described herein will result in this Agreement being declared null and void, and the OPWC funds committed herein will be returned to the District Public Works Integrating Committee for reallocation. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project # **CMU03** as of the date first written above.

RECIPIENT

GRANTOR

Douglas Spencer
Hon. Douglas Spencer/Co. Commissioners
Pres.

STATE OF OHIO, OHIO PUBLIC WORKS
COMMISSION
By: *Michael Miller*
Michael Miller
Director

Auglaize County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, Ohio 45895
City, State & Zip Code

Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215

Connie Landon
WITNESS

Amy Dettart
WITNESS

APPROVED
FINANCE & ADMINISTRATION
mkmt

APPENDIX A

PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) PROJECT NAME: **Multi-Road Resurfacing Program**

b) SPECIFIC LOCATION: **All or portions of the following roads: Buckland Holden, Baker Wright, Moulton Ft. Amanda, Foght, Vogel, Southland, Geyer Road, Spring Street, Villa Nove Streets, Middle Pike.**

(Project Location Zip Code - 45895-)

c) PROJECT TYPE; MAJOR COMPONENTS: **Resurfacing existing 20' wide roadways with tack and 448 hotmix asphalt at 800 tons per mile.**

d) PHYSICAL DIMENSIONAL CHARACTERISTICS: **15 miles of county maintained roadways at 20' in width.**

PAGE 2 of APPENDIX A

2) PROJECT SCHEDULE:

<u>ACTIVITY</u>	<u>ESTIMATED START</u>	<u>ESTIMATED COMPLETION</u>
a) Final Design	11/01/2008	03/31/2009
b) Construction Bidding Process	06/01/2009	07/10/2009
c) Project Construction	07/15/2009	10/30/2009

NOTE: Construction and Bidding must begin within 30 days of the date(s) set forth herein for the start of bidding and start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame. The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of a formal Amendment to this Project Agreement.

APPENDIX B

PROJECT ADMINISTRATION DESIGNATION

The Project Administration Designation required by Section 6(a) of this Agreement, and in accordance with the definitions set forth in Section 1 of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

The Recipient designates:

- 1.) **Hon. Douglas Spencer/Co. Commissioners Pres.** to act as the Chief Executive Officer;
- 2.) **Janet Schuler/County Auditor** to act as the Chief Fiscal Officer; and
- 3.) **Douglas Reinhart/County Engineer** to act as the Project Manager.

NOTE:

Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.

APPENDIX C

PROVISION OF FINANCIAL ASSISTANCE

As authorized by Section 2 of this Agreement for the sole and express purpose of financing the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in Appendix D of this Agreement, the OPWC hereby agrees to provide financial assistance, subject to the terms and conditions contained in this Agreement, from the Local Transportation Improvement Program Fund, moneys in an amount not to exceed **Three Hundred Sixty Thousand Dollars (\$360,000)**. This financial assistance shall be provided in the form of a grant.

Joint Funded Project with the Ohio Department of Transportation

In the event that the Recipient does not have contracting authority over project engineering, construction, or right-of-way, the Recipient and the OPWC hereby assign certain responsibilities to the Ohio Department of Transportation, an authorized representative of the State of Ohio. Notwithstanding Sections 4, 6(a), 6(b), 6(c), and 7 of the Project Agreement, Recipient hereby acknowledges that upon notification by the Ohio Department of Transportation, all payments for eligible project costs will be disbursed by the Grantor directly to the Ohio Department of Transportation. A Memorandum of Funds issued by the Ohio Department of Transportation shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the Ohio Department of Transportation, the OPWC shall transfer funds directly to the Ohio Department of Transportation via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix D to those eligible project costs within the Memorandum of Funds. In the event that the Project Scope is for right-of-way only, notwithstanding Appendix D, the OPWC shall pay for 100% of the right-of-way costs not to exceed the total financial assistance provided in Appendix C.

APPENDIX D

LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND EXPENSES SCHEME AND DISBURSEMENT RATIO

1) OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES: For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of **50%** percent of the total Project Cost. The OPWC participation percentage shall be **50%** percent. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.

2) PROJECT FINANCING AND EXPENSES SCHEME: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

a) PROJECT FINANCIAL RESOURCES:

i) Local In-kind Contributions	\$0
ii) Local Public Revenues	\$360,000
iii) Local Private Revenues	\$0
iv) Other Public Revenues:	
- ODOT	\$0
- CDBG	\$0
- Other _____	\$0

SUBTOTAL \$360,000

v) OPWC Funds: \$360,000

SUBTOTAL \$360,000

TOTAL FINANCIAL RESOURCES \$720,000

b) PROJECT ESTIMATED COSTS:

i) Project Engineering Costs:	
- Preliminary Engineering	\$0
- Final Design	\$0
- Other Engineering Services	\$0
ii) Acquisition Expenses:	
- Land	\$0
- Right-of-Way	\$0
iii) Construction Costs	\$720,000
iv) Equipment Costs	\$0
v) Other Direct Expenses	\$0
vi) Contingencies	\$0

TOTAL ESTIMATED COSTS \$720,000

OHIO PUBLIC WORKS COMMISSION
APPENDIX E - DISBURSEMENT REQUEST FORM AND CERTIFICATION

DISBURSEMENT REQUEST NUMBER: _____

STATEMENT REQUESTING THE DISBURSEMENT OF FUNDS FROM THE LOCAL TRANSPORTATION IMPROVEMENT FUND PURSUANT TO SECTION 4 OF THE PROJECT AGREEMENT (the "Agreement") EXECUTED BETWEEN THE DIRECTOR OF THE OHIO PUBLIC WORKS COMMISSION (the "Director") AND Auglaize County, 011-00011, Auglaize County (the "Recipient"), DATED April 17th, 2009, FOR THE SOLE AND EXPRESS PURPOSE OF FINANCING THE CAPITAL IMPROVEMENT PROJECT DEFINED AND DESCRIBED IN APPENDIX A OF THE AGREEMENT (the "Project") AND NAMED AND NUMBERED AS **Multi-Road Resurfacing Program, CMU03**.

EXPENDITURES PROGRESS:	(1) AS PER <u>AGREEMENT</u>	(2) PAID PRIOR <u>TO THIS DRAW</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) PAID TO DATE <u>(Column 2 + 3)</u>
A) Project Engineering Costs				
1) Preliminary Engineering	\$0	\$ _____	\$ _____	\$ _____
2) Final Design	\$0	\$ _____	\$ _____	\$ _____
3) Other Engineering Services	\$0	\$ _____	\$ _____	\$ _____
B) Acquisition Expenses				
1) Land	\$0	\$ _____	\$ _____	\$ _____
2) Right-of-Way	\$0	\$ _____	\$ _____	\$ _____
C) Construction Costs	\$720,000	\$ _____	\$ _____	\$ _____
D) Equipment Costs	\$0	\$ _____	\$ _____	\$ _____
E) Other Direct Expenses	\$0	\$ _____	\$ _____	\$ _____
F) Contingencies	\$0	\$ N/A	\$ N/A	\$ N/A
G) Totals	\$720,000	\$ _____	\$ _____	\$ _____

FINANCING PROGRESS:	(1) AS PER <u>AGREEMENT</u>	(2) USED PRIOR <u>TO THIS DRAW</u>	(3) AS PART OF <u>THIS DRAW</u>	(4) USED TO DATE <u>(Column 2 + 3)</u>
H) OPWC Funds	\$360,000	\$ _____	\$ _____	\$ _____
I) Local Share				
1) In-kind Contributions	\$0	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$360,000	\$ _____	\$ _____	\$ _____
3) Private Revenues	\$0	\$ _____	\$ _____	\$ _____
K) Other Public Revenues				
1) ODOT	\$0	\$ _____	\$ _____	\$ _____
2) FmHA	\$0	\$ _____	\$ _____	\$ _____
3) OEPA	\$0	\$ _____	\$ _____	\$ _____
4) OWDA	\$0	\$ _____	\$ _____	\$ _____
5) CDBG	\$0	\$ _____	\$ _____	\$ _____
6) Other _____	\$0	\$ _____	\$ _____	\$ _____
L) Total Local and Other Public Revenues	\$360,000	\$ _____	\$ _____	\$ _____
M) Totals (H+L for each column)	\$720,000	\$ _____	\$ _____	\$ _____

[NOTE: Column totals for Line M must be equal to the column totals for Line G.]

CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H(3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense.

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE:

Address: _____

Phone: () _____ - _____

Federal Tax ID #: _____

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE:

Address: _____

Phone: () _____ - _____

Federal Tax ID #: _____

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE:

Address: _____

Phone: () _____ - _____

Federal Tax ID #: _____

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC \$ _____

PAYEE:

Address: _____

Phone: () _____ - _____

Federal Tax ID #: _____

OPWC Use Only	Accounting: _____	MBE: _____
	(initial)	(initial)
Approval by: _____ (signature)	Auditor: _____ (initial)	Other: _____ (initial)
Date: ____/____/____		

IN THE MATTER OF AUTHORIZING EXPENSES FOR THE COUNTY PUBLIC DEFENDER TO ATTEND A DUI SEMINAR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners was informed by S. Mark Weller, Auglaize County Public Defender, that he will be attending a Juvenile seminar on April 30 & May 1, 2009; and,

WHEREAS, the tuition for said seminar has been approved and been made free to Mr. Weller; and,

WHEREAS, Mr. Weller did request authorization to attend said Juvenile seminar and asked for pre-approval of the following expenses: Lodging - \$160.00 plus tax; Meals - \$35.00 and Mileage (180 miles) - \$72.00 for a total cost of \$267.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the attendance of S. Mark Weller, County Public Defender at the so named seminar and does authorize the payment of the above mentioned expenses providing all is in accordance with the County Travel Policy.

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

Adopted this
23rd day of
April, 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: Public Defender – Mark Weller