

County Commissioners' Office  
Auglaize County, Ohio  
April 29, 2021

NO. #21-177

**IN THE MATTER OF AUTHORIZING A HOUSING REPAIR PROJECT UNDER THE C.H.I.P. PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 29th day of April, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners did receive a \$342,809.00 grant through the State of Ohio's Office of Community Development - PY2020 Community Housing Impact and Preservation Program and the Auglaize County Commissioners have committed \$93,022.00 from the Program Income Fund for the acquisition & rehabilitation of housing units within the County; and

**WHEREAS**, the following home repair project is ready to proceed:

Applicant: Shawn Slife  
Project Cost: \$8,388.00  
(Home Repair)

5329 State Route 197, Spencerville, OH 45887  
(CDBG HR Funds) B-C-20-1AF-1

Contractor: Ayers Mechanical Group

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby authorize the housing project as noted above.

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

Adopted this 29th day  
of April, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: Poggemeyer Design Group  
BOCC Clerk – Esther Leffel

**IN THE MATTER OF AUTHORIZING THE TECH ESX1 SERVER REPLACEMENT FOR THE COUNTY FROM PERRYPROTECH AS REQUESTED BY THE INFORMATION TECHNOLOGY MANAGER.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of April, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Cameron Ruppert, County Information Technology Manager, met with the Board of County Commissioners expressing the need to obtain a Tech ESX1 server replacement for the County; and,

**WHEREAS**, Mr. Ruppert presented a quotation submitted by PerryproTech to purchase the Tech ESX1 server replacement at a cost of \$27,280.12.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the quote and authorizes the President of the Board to execute the quote from PerryproTech for the Tech ESX1 server replacement at the total cost of \$27,280.12.

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

Adopted this  
29th day of  
April, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: IT Manager  
✓ PerryproTech

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th of April, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has been requested to authorize a budget adjustment as follows:

**MVGT Funds:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$50,000.00	002.0014.538400 (Road Materials)	002.0015.538400 (Bridge Materials)

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustment as mentioned above.

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

Adopted this  
29th day of  
April, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, Yes  
David Bambauer

John N. Bergman, Yes  
John N. Bergman

cc: County Auditor  
Engineer

**IN THE MATTER OF APPROVING THE ENGAGEMENT OF TAFT STETTINIUS & HOLLISTER LLP;  
AND MAKING RELATED AUTHORIZATIONS IN REGARDS TO THE ECONOMIC EFFECT OF  
PROPOSED SOLAR FARMS IN AUGLAIZE AND ALLEN COUNTY, OHIO.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of April, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners (the "Board") of Auglaize County, Ohio (the "County") desires to engage law firms from time to time to assist the County with various legal and related matters; and,

**WHEREAS**, this Board desires to engage the firm of Taft Stettinius & Hollister LLP ("Taft") to assist it with various legal matters, public finance matters and related matters; and,

**WHEREAS**, the Engagement Letter between the County and Taft, substantially in the form on file with this Board (the "Engagement Letter"), contains the terms and conditions related to the work to be performed by Taft on behalf of the County; and,

**WHEREAS**, this Board desires to approve the Engagement Letter.

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners of Auglaize County, Ohio, that:

1. The Engagement Letter, substantially in the form on file with the Board, is hereby approved, and the President of this Board is hereby authorized to execute and deliver the Engagement Letter with such changes as are not inconsistent with this Resolution, are not substantially adverse to the County and are approved by the President of this Board, all of which shall be evidenced conclusively by the execution of Engagement Letter by the President.
2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.
3. This Resolution shall be in full force and effect immediately upon its adoption.

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

Adopted this  
29th day of  
April, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, Yes  
John N. Bergman

cc: ✓ Allen County Commissioners  
✓ Apollo Career Center  
✓ Wapakoneta City School District  
✓ Lima Shawnee Local School District

CHRIS L. CONNELLY  
614.334.7108  
cconnelly@taftlaw.com

April 23, 2021

## VIA ELECTRONIC MAIL

Douglas A. Spencer, Commissioner  
Auglaize County Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, OH 45895

Beth Seibert, Commissioner  
Allen County Commissioners  
204 N. Main Street, Suite 301  
Lima, OH 45801

Jackie Place, Board President  
Apollo Career Center  
3325 Shawnee Road  
Lima, OH 45806

Kenny Gross, Board President  
Lima Shawnee Local School District  
3255 Zurmehly Road  
Lima, OH 45806

Joshua Little, President  
Wapakoneta City School District  
1102 Gardenia Drive  
Wapakoneta, OH 45895

Re: Engagement letter for legal services related to the economic effect of  
proposed solar farms in Auglaize County and Allen County, Ohio

Dear Doug, Beth, Jackie, Kenny and Joshua:

Thank you for retaining Taft Stettinius & Hollister LLP (the "Firm") to collectively represent Auglaize County, Ohio ("Auglaize"), Allen County, Ohio ("Allen"), the Apollo Career Center ("Apollo"), the Lima Shawnee Local School District ("Lima Shawnee") and the Wapakoneta City School District ("Wapakoneta," with Auglaize, Allen, Apollo, Lima Shawnee and Wapakoneta collectively referred to herein as the "Group") in the above-referenced matters and such other matters as we may mutually agree for the Firm to work upon from time to time. This letter will confirm the financial aspects of our representation. Our experience has taught us that our clients appreciate a clear understanding of our fees.

Our regular billing practice involves the maintenance of a detailed record of the time spent on legal matters by each professional in the office. Each attorney and legal

assistant (“paralegal”) has a specified hourly billing rate or range of rates. Our fees for most services are calculated on the basis of the recorded time spent (multiplied by the respective billing rates in effect at the time the services are rendered). I will be primarily responsible for handling the work done on this matter. Hourly billing rates for other attorneys in the Firm who may work on your matter currently range from \$160 to \$690. Billing rates are subject to adjustment from time to time. We make every effort to keep our charges as reasonable as possible and to act in a cost-conscious manner. To achieve this, we allocate legal tasks to those in our office whose skills are most appropriate to accomplish those tasks with greatest efficiency. Toward this end, we often assign tasks to paralegals who work under attorney supervision at lower billing rates. My regular 2021 hourly rate is \$530 per hour. As we have discussed, we will bill the Group using a 25% discount on all of our hourly rates. In addition, we will place a cap on our total fees of \$16,000. While our billings will apply to the entirety of the Group, we understand that Auglaize will be responsible for paying our bills, and the other Group members will share in those costs pursuant to a Memorandum of Understanding executed among the Group (the “MOU”).

The Group will be billed through Auglaize periodically, generally monthly, for legal services rendered. These statements will include charges for certain items including, but not limited to, long distance telephone, telecopier, parking and local transportation, travel (including airfare, lodging and ground transportation), computer research, working meals, messenger services, photocopying, filing fees and staff overtime when required by you or the matter’s timing. Our statements are payable upon receipt, and you agree that should any of our bills be unpaid for any reason, we shall have the right to withdraw from representation of the Group at our option, without liability for withdrawal. Our engagement is also subject to the following agreements.

1. Confidential Communications

- a. There are many different methods that we may use to communicate with the Group, including cell phones and land lines, email, SMS, voice messaging, facsimile, etc., all of which promote efficiency and timely responses. By executing this letter agreement, the Group consents to the use of these types of communications. As you know, many of these systems may not be as secure as face-to-face meetings or the mailing of hard copies of documents. If the Group wishes to communicate with the Firm only via traditional means (such as letters sent via U.S. Mail or telephone land lines), please advise us of that request in writing and we will accommodate you.
- b. Regardless of the type of method used, communications between our Firm and the Group are confidential. These communications may be subject to attorney/client privilege which means that neither the Group nor anyone from our Firm may be called to testify about the nature and subject matter of our communications; however, the privilege can be lost if you

share the communications with a third-party. In the event the Group believes these communications should be shared, please consult the Firm so that we can collectively determine what information should be provided to the third-party, as well as when and how it should be provided. As an example, if the Group forwards a privileged email communication from the Firm to a third-party, the privilege may be lost.

2. Joint Representation Conflict Waiver. As we discussed, each of you could choose to be represented by separate counsel in this matter. You have advised us that there are considerations of cost, as well as strategic advantages for each of you in joint representation, and that you would like to proceed in this manner. You have also advised us that you have agreed on all material issues concerning this matter.

You acknowledge and agree that, despite your current consensus on all material issues, you have differing interests that may create a conflict of interest between members of your group. You further agree that if a conflict of interest arises, we may withdraw from the representation of one or more of you as we deem necessary to resolve the conflict. In that event, you agree that we may continue to represent the others, even if we take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter.

3. Shared Information. As we discussed, one of the consequences of joint representation of multiple clients by a single lawyer or law firm is the sharing of confidential information concerning the subject matter of the joint representation. You acknowledge and agree that communications between the firm and any or all of you relating to this matter will be treated as confidential and will not be disclosed outside your group without your informed consent or as otherwise permitted by the applicable rules of professional conduct or other law. You also acknowledge and agree that any material communications or information that we receive concerning this matter, including communications from any one of you, will be shared with each of you as we consider appropriate. You further acknowledge and agree that if a dispute arises between or among one or more of you, and we no longer represent you in this matter, as the result of a conflict of interest or otherwise, we may nevertheless use any confidential information we have concerning this matter adversely to you or to the advantage of those we continue to represent in any subsequent action relating to this matter.

In addition, the Group members acknowledge and agree that Auglaize shall provide all information and work product provided by the Firm to the other parties under the MOU. Notwithstanding any other provision of this agreement, the attorney client privilege applies to all members of the Group. All parties are seeking legal advice and consultations with the Firm with the understanding that Auglaize will be the party to facilitate conversations with the Firm. The parties shall work collectively to direct the work and analysis of the Firm in order to

ensure that questions or concerns of all Group members are addressed by the Firm.

4. Employment of Additional Professionals. If the Firm deems it necessary to employ additional professionals with specialized skills and, after consultation with the Group, the Group deems it appropriate to do so, additional professionals may be employed by the Firm. In such event, where appropriate, the Firm will employ such professionals in the name of the Group. Notwithstanding the form of employment of the professional, however, the Group is obligated to pay the fees of the professional in full, upon the rendering of a statement. The Firm reserves the right to request and obtain an additional retainer to defray the fees and expenses of additional professionals employed in connection with a Group matter. All fees and expenses of additional professionals shall be subject to the security provisions, interest provisions and other applicable provisions of this Policy Statement on Billing Practices.
5. Withdrawal from Representation. This agreement provides that the Group must fully cooperate with the Firm in a number of respects, including timely payment of billings. If the Firm does not receive the full cooperation of the Group or billings are not paid on a timely basis, or if we determine that an actual or potential conflict of interest may exist in the future with respect to ongoing representation of the Group, we reserve the right to withdraw from representing the Group or any of its members from all matters in which the Group has retained the Firm.

Any of you may withdraw from this joint representation at any time for any reason, upon written notice to the firm and the others in the Group. You acknowledge and agree, however, that: (1) you will remain responsible for your share of the firm's fees and expenses incurred through the date on which notice is received by the firm; (2) you will be responsible for retaining and paying for separate legal representation; and (3) we may continue to represent others in the group consistent with the provisions of this letter, even if we take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter.

### **PRIVACY POLICY NOTICE**

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with legal services and advice, we receive personal financial information from our clients. If you are a client of the Firm, you should know that all information that we receive from you is held in confidence, and is not



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released to people outside the Firm, except as agreed to by you, or as required under an applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards and obligations.

Please do not hesitate to contact me with any questions you may have concerning these policies and procedures. In addition, I will be responsible for reviewing and issuing your monthly statements and will be prepared to answer any questions you may have about them.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below and returning it to me in the self-addressed enclosed envelope.

We are very pleased to have this opportunity to serve you.

[remainder of page intentionally left blank]

Very truly yours,

ACKNOWLEDGED AND ACCEPTED:

AUGLAIZE COUNTY COMMISSIONERS

By: \_\_\_\_\_



ALLEN COUNTY COMMISSIONERS

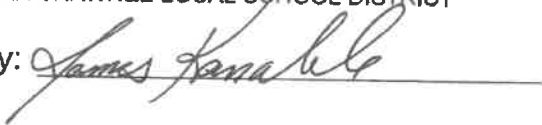
By: \_\_\_\_\_

APOLLO CAREER CENTER

By: \_\_\_\_\_

LIMA SHAWNEE LOCAL SCHOOL DISTRICT

By: \_\_\_\_\_



WAPAKONETA CITY SCHOOL DISTRICT

By: \_\_\_\_\_



Chris L. Connelly

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN ALLEN COUNTY COMMISSIONERS, APOLLO CAREER CENTER, LIMA SHAWNEE SCHOOL DISTRICT, WAPAKONETA SCHOOL DISTRICT AND AUGLAIZE COUNTY COMMISSIONERS GOVERNING THE INFORMATION AND COST SHARING AMONG THE PARTIES IN THE REGARDS TO THE ECONOMIC EFFECT OF PROPOSED SOLAR FARMS IN AUGLAIZE AND ALLEN COUNTY, OHIO.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of April, 2021.

Commissioner *Bambauer* moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the County Administrator has presented a Memorandum of Understanding, (the “MOU”) by and between the Allen County Commissioners, Apollo Career Center, the Auglaize County Commissioners, the Lima Shawnee District and the Wapakoneta School District, collectively referred to as “Parties”; and,

**WHEREAS**, Lightsource bp has filed a petition with the Ohio Power Siting Board for a solar project (the “Project”) with the project site being located in southern Allen County and northern Auglaize County (the “Birch Project Site”); and,

**WHEREAS** the Parties are each located within or have an interest in the Birch Project Site and each have an interest in the tax treatment of the Project; and,

**WHEREAS**, the Parties desire to engage the assistance of a professional third party to evaluate the alternative tax treatments possible under the Project; and,

**WHEREAS**, a matter of administrative convenience it has been determined that only one of the parties will directly pay the professional third party, with the proposed MOU governing the information and cost sharing among the parties.

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Memorandum of Understanding between the Parties and does authorize the President of the Board, Douglas A. Spencer, to execute said Memorandum of Understanding; and,

**BE IT STILL FURTHER RESOLVED** that the Memorandum of Understanding will be part of this resolution.

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

Adopted this  
29th day of  
April, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

*Douglas A. Spencer*, *Yes*  
Douglas A. Spencer

*David Bambauer*, *yes*  
David Bambauer

*John N. Bergman*, *Yes*  
John N. Bergman

- cc: ✓ Allen County Commissioners
- ✓ Apollo Career Center
- ✓ Wapakoneta City School District
- ✓ Lima Shawnee Local School District

## Memorandum of Understanding

This Memorandum of Understanding, dated April 29, 2021 (this “**MOU**”) is entered into by and between the Allen County Commissioners (“**Allen County**”), Apollo Career Center (“**Apollo**”), the Auglaize County Commissioners (“**Auglaize County**”), the Lima Shawnee School District (“**Shawnee**”) and the Wapakoneta City School District (“**Wapak**”), collectively referred to as “Parties”.

**WHEREAS**, Lightsource bp has filed a petition with the Ohio Power Siting Board for a solar project (the “**Project**”) with the project site being located in southern Allen County and northern Auglaize County (the “**Birch Project Site**”); and

**WHEREAS**, the Parties are each located within or have an interest in the Birch Project Site; and

**WHEREAS**, the Parties each have an interest in the tax treatment of the Project; and

**WHEREAS**, the Parties desire to engage the assistance of a professional third party to evaluate the alternative tax treatments possible under the Project; and

**WHEREAS**, a matter of administrative convenience it has been determined that only one of the parties will directly engage with the professional third party, with this MOU governing the information and cost sharing among all the parties.

**NOW THEREFORE** the Parties hereby agree as follows:

1. **Engagement.** The Parties shall enter into an engagement with Taft Stettinius & Hollister LLP (the “**Firm**”) for professional and legal services related to the economic effect of the proposed solar farms in Auglaize County and Allen County, Ohio. Engagement with the Firm shall be at a cost not to exceed sixteen thousand dollars (\$16,000.00).
2. **Streamline Communication.** The Parties shall provide all information and work product provided by the Firm to the other parties under this MOU. The Attorney Client privilege applies to all Parties in this MOU. All parties are seeking legal advice and consultations with the Firm. The Parties shall work collectively to direct the work and analysis of the Firm in order to ensure that questions or concerns of all Parties are addressed by the Firm.
3. **Financial Contributions.** The Parties agree to share the cost of the engagement with the Firm according to the following table:

<i>Party</i>	<i>Percentage of Total Amount Charged by the Firm</i>	<i>Amount Not to Exceed</i>
Allen County	31.2%	\$5,000.00
Apollo	6.2%	\$1,000.00
Auglaize County	31.2%	\$5,000.00
Shawnee	15.6%	\$2,500.00
Wapak	15.6%	\$2,500.00

Auglaize County agrees to directly pay the Firm for the total amount of the services, not to exceed Sixteen Thousand Dollars (\$16,000.00) and further agrees to invoice the Parties in accordance with the table set forth above. Parties agree to pay for their agreed portion of costs within Thirty (30) days of receipt of the invoice.

Invoices shall be sent to the following:

Allen County Commissioners  
 Attn: Kelli Singhaus  
 204 N. Main St., Suite 301  
 Lima, OH 45801

Lima Shawnee School District  
 Attn: Leigh Ditto  
 3255 Zurmehly Rd.  
 Lima, OH 45806

Apollo Career Center  
 Attn: \_\_\_\_\_  
 3325 Shawnee Rd.  
 Lima, OH 45806

Wapakoneta City School District  
 Attn: Angie Sparks  
 1102 Gardenia Drive  
 Wapakoneta, OH 45895

4. Entire Agreement. Except as expressly provided otherwise herein, this MOU represents the entire agreement among the parties, except that Parties agree that this MOU may be executed in any number of counterparts, each of which when executed and delivered to Auglaize County shall constitute a duplicate original but all counterparts together shall constitute a single agreement. Auglaize County further agrees to provide a fully executed copy of the MOU to all Parties within five (5) business days of receipt of all counterparts.
5. Governing Law. The parties agree that this MOU shall be governed by the laws of the State of Ohio.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives effective as of the date set forth above.

**Allen County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Apollo**

By: *Thyr Williams*  
Name: *Keith Horner*  
Title: *Superintendent*

**Auglaize County**

By: *Douglas A. Spencer*  
Name: *Douglas A. Spencer*  
Title: *BOCC, President*

**Shawnee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Wapak**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN THE MATTER OF PROCLAIMING MAY AS MENTAL HEALTH MONTH IN AUGLAIZE COUNTY.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of April, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, mental health is essential to everyone’s overall health and wellbeing; and,

**WHEREAS**, one in five American adults and children are affected by a biological brain disorder (mental illness); and,

**WHEREAS**, these disorders do not discriminate, they know no race, creed, age limit or economic status; and,

**WHEREAS**, with treatment, individuals with biological brain disorders become productive citizens, and nurturing family members.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby proclaim the month of May, 2021, as

***MENTAL HEALTH MONTH***

in Auglaize County and urges all citizens, government agencies, public and private institutions, businesses and schools to recommit our communities to increasing awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illnesses.

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

Adopted this  
29th day of  
April, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . Yes  
Douglas A. Spencer

David Bambauer , yes  
David Bambauer

John N. Bergman , yes  
John N. Bergman

cc: Mental Health & Recovery Services

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY ADMINISTRATOR.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of April, 2021.

Commissioner David Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, under date of January 5, 2021, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2021 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

**WHEREAS**, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the FAA ACRGP Grant Fund (081) by \$23,000.00; and,

**WHEREAS**, Auglaize County Administrator has requested that the Board amend the 2021 Annual Appropriation to reflect the following increase:

**Increase 081.0081.531000 (Reimbursement) by \$23,000.00.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2021 Annual Appropriation Resolution be amended to show the change as tabulated above.

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

Adopted this  
29th day of  
April, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , Yes  
Douglas A. Spencer

David Bambauer , Yes  
David Bambauer

John N. Bergman , yes  
John N. Bergman

cc:  County Auditor  
 County Administrator



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

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of April, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has been requested by the EMA Director, Troy Anderson, to amend the Annual Appropriation with moneys that the County Auditor has certified and were unappropriated for the following fund listed below:

**090 EMA Fund.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2021 Annual Appropriation Resolution to be amended as follows:

**Increase 090.0090.530400 (Equipment) by \$14,000.00.**

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

Adopted this  
29th day of  
April, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

cc: ✓ County Auditor  
✓ County Administrator  
✓ EMA

County Commissioners Office  
Auglaize County, Ohio  
April 29, 2021

NO. #21-185

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of April, 2021.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the practice of using “Then and Now Certificates” has been instituted by the County Auditor.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of “Then and Now Certificates”, does hereby approve the following:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
451240	\$440.43	BEAVER RESEARCH

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

Adopted this  
29th day  
April, 2021

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, Yes  
David Bambauer

John N. Bergman, Yes  
John N. Bergman

cc: County Auditor