

County Commissioners Office
Auglaize County, Ohio
April 7, 2015

NO. 15-150

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 7th day of April, 2015.

Commissioner Regula 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 #</u>	<u>Amount</u>	<u>Vendor</u>
393001	\$ 568.02	Perry ProTech
393017	\$ 356.25	Pitney Bowes
393029	\$ 1,350.00	Lucas Co. Coroner
393046	\$ 366.50	Integrated Systems
393076	\$ 675.00	Bayliff & Eley Funeral Home

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

Adopted this
7th day of
April, 2015

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 AUTHORIZING EXPENSES FOR THE CORONER AND STAFF TO ATTEND A MEETING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Dr. Thomas R. Freytag, M.D., Auglaize County Coroner presented a request for permission for himself and his staff to attend the following meeting:

On May 7, 8 & 9, 2015 – Coroner Dr. Freytag, his investigator and secretary will attend the 2015 Ohio State Coroner’s Meeting in Columbus, Ohio; and,

WHEREAS, expenses requested to be authorized for payment are:

For May 7, 8 & 9, 2015 – Lodging Expenses and Meal reimbursement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above requested travel expenses and does order bills to be paid upon proper presentation 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
7th day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer
Don Regula, yes
Don Regula
John N. Bergman, yes
John N. Bergman

✓ cc: Auglaize County Coroner

IN THE MATTER OF THE AUGLAIZE COUNTY COMMISSIONERS ENTERING INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO, DEVELOPMENT SERVICES AGENCY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, the State of Ohio, Development Services Agency, through its Office of Community Development (“OCD”) administers the federal Community Development Block Grant (“CDBG”) Program for the State of Ohio; and,

WHEREAS, the Auglaize County Board of Commissioners has been determined to be an eligible recipient of CDBG funds; and,

WHEREAS, the Auglaize County Board of Commissioners has been awarded CDBG funds from the State of Ohio, Development Services Agency, for use to finance eligible activities that may generate program income as defined herein; and

WHEREAS, the State of Ohio, Development Services Agency, has recognized the positive impact on community development initiatives when the use of program income is locally determined; and

WHEREAS, the State of Ohio, Development Services Agency, has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low-and-moderate-income persons in designated areas of the Revolving Loan Fund.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes the Economic Development Revolving Loan Fund Administration Agreement with the State of Ohio, Development Services Agency, for a period commencing January 1, 2015 and expiring December 31, 2017; and

BE IT FURTHER RESOLVED, the Board authorizes the President of the Board to execute said agreement and a copy of said agreement is attached and made a part hereof.

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

Adopted this
7th day of
April, 2015

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: Anchor Financial Services – Julie Jurosic
ODSA

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Economic Development Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the Auglaize County Board of Commissioners, located at 209 S. Blackhoof Street, Room 201, Wapakoneta, OH 45895 with F.T.I. Number: FTI 34-6400073 (the "Grantee"), and shall be effective beginning **January 1, 2015** (the "Effective Date") and terminate **December 31, 2017** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Economic Development Revolving Loan Fund.

D. Grantor desires to have Grantee to administer an Economic Development Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # 15-52 on 4-7, 15 (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Economic Development Program Income into an Economic Development Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

- a.) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's RLF Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
- b.) Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds for economic development, downtown revitalization, and microenterprise business development activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Within ninety (90) days after execution of this Agreement Grantee shall update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OCD RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's RLF Policies and Procedures Manual and the Local RLF Plan.

4. **CDBG Economic Development RLF Consolidation.** Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee no later than December 31, 2015.

5. **Loan Approvals.** Grantee shall submit to Grantor an RLF grant/loan approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.

6. **National Objective Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than thirty (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Economic Development Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 231 (f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the OCD RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 22 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of the Office of Management and Budget (OMB) Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition:

- a. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to Grantor's Audit Office:

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

17. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

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

20. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 22, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

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

22. Termination.

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.

- iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- iv. Cancellation of the grant of funds from HUD.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

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

24. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

25. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee 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 Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor 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.

26. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

27. Adherence to State and Federal Laws, Regulations.

- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.

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

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

30. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

31. **Miscellaneous.**

a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.

c. **Entire Agreement.** Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.

d. **Severability.** Whenever possible, each provision of Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

ii. In the case of Grantee, to:

Grantee Name: Auglaize County Board of Commissioners
Address: 209 S. Blackhoof Street, Room 201
City, State, Zip: Wapakoneta, Ohio 45895
Attention: Douglas A. Spencer

- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.
- i. Assignment. Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: 

By: _____

Printed Name: Douglas A. Spencer

Printed Name: _____

Title: President, Board of County
Commissioners, Auglaize County, Ohio

Title: _____

Date: April 7, 2015

Date: _____

IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 1 WITH SPECTRA CONTRACT FLOORING FOR THE CITY OF ST. MARYS 2014 CDBG KIWANIS PARK RUBBER SAFETY SURFACE PROJECT, USING FY'13CDBG ALLOCATION PROGRAM FUNDS; AND AUTHORIZES THE PRESIDENT OF THE BOARD TO EXECUTE SAID CHANGE ORDER #1.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the City of St. Marys has been granted funding in the amount of \$30,800.00 through the F.Y. '13 CDBG Allocation Program Funds for the Kiwanis Park Rubber Safety Surface Project; and,

WHEREAS, bid award for this project was granted to Spectra Contract Flooring at the cost of \$28,739.25; and,

WHEREAS, it was determined by Auglaize County and the City of St. Marys that the following Change Order #1 needed to be made to the contract documents, this increased the contract by a grand total of \$3,864.94: "due to the installation of additional 6" of compacted stone"; and,

WHEREAS, the Change Order #1 which will be part of this resolution; and,

WHEREAS, Poggemeyer Design Group, Inc., County's CDBG Administrator, reviewed the suggestions; finding all to be in order and allowable; and,

WHEREAS, Spectra Contract Flooring is able to accommodate this Change Order #1; and,

WHEREAS, Change Order # 1 for the City of St. Marys Kiwanis Park Rubber Safety Surface Project has been presented to the Board of County Commissioners for approval and authorization of the following project.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute Change Order No. 1 for the addition to the contract with Spectra Contract Flooring for the City of St. Marys Kiwanis Park Rubber Safety Surface Project; and,

BE IT FURTHER RESOLVED that the Spectra Contract Flooring's contract price for said project has been increased by \$3,864.94 for a total of \$32,604.19 and the CDBG grant fund will pay \$30,800.00 and the City of St. Marys will be invoiced for the \$1,804.19.

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

Adopted this
7th day of
April, 2015

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: Gayle Flaczynski – Poggemeyer Design Group
- City of St. Marys
- Clerk of the Board
- Spectra Contract Flooring

CHANGE ORDER

No. 1 Project: City of St. Marys 2014 CDBG Kiwanis Park Rubber Safety Surface Project
Date: March 26, 2015 Contract No. Job 23224

I. The following changes are hereby made to the contract documents (attach documentation):

Additional 6" of compacted stone - see attached proposal ID 52812-A01

II. The following change is made to the contract price:

\$	<u>28,739.25</u>	original contract price
	<u>-0-</u>	previous change/extras
	<u>\$ 3,864.94</u>	this change/extra
\$	<u>\$32,604.19</u>	subtotal
	<u>-0-</u>	deductions
\$	<u>\$32,604.19</u>	net total

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by 0 calendar days, making the date for completion of all work May 31, 2015

IV. There will be no claims for damages resulting from this change.

Claims for damages resulting from this change are anticipated for such categories as _____ and should not exceed \$ _____

Change requested by *Mark Teropoli* Date *3-31-2015*
 Mark Teropoli, Spectra Contract Flooring

Change recommended by *Craig Moeller* Date *4-1-15*
 Craig Moeller, City of St. Marys

Change accepted by *Douglas A. Spencer* Date *4-7-15*
 Douglas A. Spencer, BOCC President

IN THE MATTER OF APPOINTING KEVIN SCHNELL, ASST. AUGLAIZE COUNTY ENGINEER, TO SERVE AS THE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE PUBLIC WORKS ISSUE II INTEGRATING COMMITTEE; APPOINTING ANDREW BAUMER TO SERVE AS ALTERNATE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the appointment of Kevin Schnell, Asst. Auglaize County Engineer, as the representative for the Board of County Commissioners to the 13th District Public Works Integrating Committee will expire April 30, 2015; and,

WHEREAS, said Integrating Committee will be reorganizing, which necessitates an appointment of a representative of Auglaize County; and,

WHEREAS, Assistant County Engineer Kevin Schnell, has consented to serve a three (3) year term, commencing May 1, 2015 and ending April 30, 2018, on said committee to ensure that Auglaize County will receive Issue II funding for its infrastructure; and,

WHEREAS, the Board of County Commissioners wishes to further appoint an alternate for Engineer Schnell, Andrew Baumer of the County Engineer's staff has consented to serve as the alternate.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby appoint Kevin Schnell, Assistant Auglaize County Engineer, to serve as the representative of the Board of County Commissioners to the 13th District Public Works Issue II Integrating Committee for a three year term as mentioned above; and,

BE IT FURTHER RESOLVED that Andrew Baumer is hereby appointed to serve as alternate on the 13th District Public Works Issue II Integrating Committee

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

Adopted this
7th day of
April, 2015

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 Doug Reinhart
- ✓ Asst. Co. Engineer Kevin Schnell
- ✓ Andrew Baumer
- ✓ Doug Reinhart, Chairperson, Dist. 13 OPWC

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED FOR THE AUGLAIZE COUNTY BOARD OF DD CAPITAL PROJECTS FUND.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 6, 2015, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2015 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, Todd R. Busse, Director of Business & Finance for the Auglaize County Board of Developmental Disabilities has requested an adjustment to the Annual Appropriation with moneys that were certified and unappropriated in the 2015 Board of DD (040) budget.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize an amendment to the 2015 Annual Appropriation for DD Capital Projects Fund appropriation as follows:

Increase 040.0040.530400 (Equipment) by \$17,967.25.

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

Adopted this
7th day of
April, 2015

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
Board of DD - Todd Busse

IN THE MATTER OF ACCEPTING THE QUOTE FROM PRENGER IMPLEMENT INC. TO PURCHASE A DESKTOP WITH TWO 22" MONITORS FOR THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS; AND AUTHORIZING EXECUTION OF QUOTE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Prenger Implement Inc. has submitted a quote of \$1,554.00 to purchase an Intel 4th generation Haswell Processor and software with two 22" monitors for Clerk of the Board of County Commissioners' Office.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the quote to purchase from Prenger Implement Inc. in the amount of \$1,554.00 an Intel 4th Generation Haswell Processor and software with two 22" monitors for the Clerk of the Board of County Commissioners' Office; and,

BE IT FURTHER RESOLVED that said Board does authorize Information Technology Manager, Cameron Ruppert, to proceed with the purchase of the computer with two 22" monitor per the quote in the amount of \$1,554.00.

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

Adopted this
7th day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , Yes
Douglas A. Spencer

✓cc: Prenger Implement Inc.
IT Manager – Cameron Ruppert

IN THE MATTER OF APPROVING AND AUTHORIZING THE AMENDMENT TO THE GROUND LEASE AGREEMENT WITH THE CITY OF ST. MARYS: AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AMENDMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Regula the adoption of the following:

RESOLUTION

WHEREAS, on October 5, 1992, Resolution #92-666, the Board of County Commissioners, as the Board of Directors of the Auglaize County Solid Waste Management District, did execute a ground lease agreement with the City of St. Marys for the purpose of leasing real estate; and,

WHEREAS, on October 13, 2011 the Board of County Commissioners, as the Board of Directors of the Auglaize County Solid Waste Management District did exercise its option to extend the lease an additional 10 years; and,

WHEREAS, the City of St. Marys has presented an amendment to the ground lease agreement for the enlarged area to reflect current occupancy and is attached as Exhibit "A" of the ground lease amendment.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the amendment to the Ground Lease Agreement with the City of St. Marys for the enlarged area to reflect current occupancy of the real estate located at St. Marys River Road, St. Marys, Ohio; and,

BE IT FURTHER RESOLVED that the Board does authorize the President of the Board, to execute said Ground Lease Amendment as presented to the Board of County Commissioners; and,

BE IT FURTHER RESOLVED that said Ground Lease Amendment be hereto attached and thus be made a 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
7th day of
April, 2015

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: City of St. Marys – Gregory J. Foxhoven
✓ Solid Waste Coordinator – Scott Cisco

GROUND LEASE AMENDMENT

THIS LEASE AMENDMENT made this _____ day of _____, 2015 by and between **THE CITY OF ST. MARYS, OHIO**, an Ohio Municipal Corporation, hereinafter called "Lessor", and the **AUGLAIZE COUNTY COMMISSIONERS**, on behalf of the County of Auglaize, State of Ohio, hereinafter called "Lessee";

WITNESSETH

PRELIMINARY STATEMENTS

- A. The parties previously entered into a lease agreement with option to purchase dated October 5, 1992.
- B. The lease was recorded on October 20, 1992 at OR Volume 162, Page 503, Auglaize County Recorder's Office.
- C. The Lessee exercised its option to extend the lease on October 13, 2011 and was acknowledged by the Lessor on November 14, 2011.

AGREEMENT

NOW, THEREFORE, in consideration of the premises as described in the foregoing Preliminary Statements and of the mutual promises herein set forth, the parties do hereby make this Amendment to Lease Agreement on the following terms and conditions, intending to be bound hereby:

1. The area of the lease is being enlarged to reflect current occupancy and is attached as Exhibit "A."

2. That all other terms of the lease agreement dated October 5, 1992 are hereby confirmed and ratified and there are no other amendments to the lease except as set forth herein.

LESSOR:
THE CITY OF ST. MARYS, OHIO

LESSEE:
AUGLAIZE COUNTY COMMISSIONERS

By: _____
Gregory J. Foxhoven
Director of Public Service and Safety

By: Douglas A. Spencer
Douglas A. Spencer
Its: President
Auglaize County Board of Commissioners

State of Ohio, County of Auglaize, §:

Before me, a notary public in and for said county, personally appeared the above named THE CITY OF ST. MARYS, OHIO, an Ohio Municipal Corporation, by Gregory J. Foxhoven, Director of Public Service and Safety, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of him personally as an officer.

In Testimony Whereof, I have hereunto set my hand and official seal at St. Marys, Ohio, this _____ day of _____, 2015.

Notary Public

State of Ohio, County of Auglaize, §:

Before me, a notary public in and for said county, personally appeared the above named AUGLAIZE COUNTY COMMISSIONERS, by Douglas A. Spencer, its President, who acknowledged that he did sign the foregoing instrument, to be his free act and deed for the users and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand and official seal at St. Marys, Ohio, this 7th day of April, 2015.

Esther Luffel
Notary Public
ESTHER M. LEFFEL
Notary Public, State of Ohio
My Commission Expires 02/28/17



This amendment is agreed to and the guarantee executed in the original lease shall apply to the terms of the amendment.

Lessee: Douglas A. Spencer

EXHIBIT "A"

Situated in the Township of Noble, County of Auglaize, and State of Ohio, to-wit:

Commencing for reference at a monument box at the Southwest corner of the Southwest Quarter of said Section 27;

Thence North along the West line of said Section 27 and the centerline of St. Marys River Road, a distance of two thousand nine hundred forty-eight and 00/100 (2948.00) feet to a point;

Thence, North $89^{\circ} 58' 43''$ East a distance of one hundred ninety and 00/100 (190.00) feet to a point;

Thence, South $00^{\circ} 01' 17''$ East a distance of one hundred fifty and 00/100 (150.00) feet to a point;

Thence, North $89^{\circ} 58' 43''$ East a distance of one hundred fifteen and 00/100 (115.00) feet to a point, said point being the Place of Beginning for the following described parcel;

Thence, continuing North $89^{\circ} 58' 43''$ East a distance of twenty-five and 00/100 (25.00) feet to a point;

Thence, continuing South $00^{\circ} 01' 17''$ East a distance of eighty-five and 00/100 (85.00) feet to a point;

Thence, continuing South $89^{\circ} 58' 43''$ West a distance of twenty-five and 00/100 (25.00) feet to a point;

Thence, continuing North $00^{\circ} 01' 17''$ East a distance of eighty-five and 00/100 (85.00) feet to the Place of Beginning.

Containing 2125 sq. ft. of land, more or less.

Reference is made to a survey of this area by Michael L. Weadock, Professional Surveyor No. 6199, dated February, 1991, on file at the Auglaize County Engineer's Office.

ST. MARYS RIVER ROAD

CITY OF ST. MARYS
PARCEL I.D. NO.
H-23-027-003-02
VOL OR 162 PAGE 503

AUGLAIZE COUNTY
COMMISSIONERS
RECYCLE CENTER

SCALE: 1" = 60'



25.00'

GROUND LEASE AMENDMENT
EXHIBIT "A"

85.00'



IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

General Fund:

Amount:	From:	To:
\$ 20,000.00	001.0906.530600 (Contract Services)	001.0601.530400 (Equipment LE)
\$ 20,000.00	001.1401.536100 (Property Ins.)	001.0601.530400 (Equipment LE)
\$ 10,000.00	001.1601.535900 (Correction Center)	001.0601.530400 (Equipment LE)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated 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
7th day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Y
Douglas A. Spencer

Don Regula, Y
Don Regula

John N. Bergman, Y
John N. Bergman

- cc: County Auditor
- ✓ Sheriff – Allen Solomon
- ✓ County Administrator

IN THE MATTER OF RECORDING THE PUBLIC HEARING FOR THE ANNEXATION OF 14.663 ACRES, MORE OR LESS, TO THE CITY OF WAPAKONETA, FILED BY KYLE J. BINKLEY AND BRAD J. CORE, AGENTS FOR THE PETITIONER, H & B PARTNERSHIP; WITHHOLDING DECISION TO GRANT OR DENY ANNEXATION ACCORDING TO THE TIME FRAME PRESCRIBED IN THE OHIO REVISED SECTION 709.033(B).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to its order of January 27, 2015 (Resolution #15-058) the Board of County Commissioners held a public hearing on this date April 7, 2015, in the office of the Commissioners for the annexation of 14.663 acres, more or less, to the City of Wapakoneta, petitioned by the H & B Partnership and filed by Kyle J. Binkley and Brad J. Core, named as Agents; and,

WHEREAS, those present for this hearing along with the Board were Agents Kyle J. Binkley and Brad Core, County Administrator Erica L. Preston, Clerk Esther Leffel, Duchouquet Township Trustee John Limbert, Kirk Wilmarth adjacent landowner, Gary Binkley Partner from H & B Partnership, and Wapakoneta Daily News Reporter John Bush ; and,

WHEREAS, the Board made the following finds in the above mentioned annexation proceedings:

- 1.) The petition contains all matters required by law including, without limitation, Revised Code Section 709.02, to wit:
 - a. A full description and accurate map or plat of the territory sought to be annexed;
 - b. A statement of the total number of owners of real estate in the territory sought to be annexed;
 - c. The name of the person(s) to act as the agents for the petitioner.
- 2.) The matters alleged in the petition are true.
- 3.) Notice of the petition has been published as requested by law and all notices of filing the petition have been given and the hearing Petition has been held.
- 4.) The persons whose names are subscribed to the petition are owners of real estate in the territory described in the petition, and as of the time the petition was filed, the number of valid signatures on the petition constituted a majority of the owners of real estate in the territory proposed to be annexed. None of the signatures have been withdrawn pursuant to Ohio Revised Code Section 709.03 or Section 709.032.
- 5.) The territory included in the annexation petition is not unreasonably large.
- 6.) The territory proposed and annexation is adjacent to the City of Wapakoneta, Ohio.
- 7.) The map or plat and the description of the territory contained in the petition are accurate.
- 8.) On balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the petition is granted. As used in division (A) (5) of this section, "surrounding area" means the territory within the unincorporated area of any township located one-half mile or less from any of the territory proposed to be annexed;
- 9.) No street or highway will be divided or segmented by the boundary line between a township and the municipal corporation as to create a road maintenance problem, or, if a street or highway will be so divided or segmented, the municipality has agreed, as a condition of the annexation, that it will assume the maintenance of that street or highway. For the purposes of this division, "street" or "highway" has the same meaning as in section 4511.01 of the Revised Code.

and,

Resolution – continued

Annexation – 14.663 acres/ H&B Partnership

April 7, 2015

WHEREAS, adjacent landowner Kirk Wilmarth did object to this annexation verbally and no other objections were expressed during the public hearing either verbal or written, were submitted to the Board; and,

WHEREAS, the following document needs yet to be filed with the Board:

- 1.) A resolution or ordinance from the municipal corporation to which the territory is proposed to be annexed must be filed; same indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation; and,

WHEREAS, the Board wishes to adjourn this hearing for further information and consultation with the prosecutors office as the Board deems necessary and applicable.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby document the public hearing for the annexation of 14.663 acres, more or less, to the City of Wapakoneta as petitioned by H & B Partnership; and,

BE IT FURTHER RESOLVED that the Board does hereby withhold its decision to grant or deny the annexation according to the time frame prescribed in Ohio Revised Code Section 709.033(B).

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

Adopted this
7th day of
April, 2015

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
County Engineer
Duchouquet Township Trustees
Kyle J. Binkley & Brad J. Core Agents
City of Wapakoneta

**IN THE MATTER OF APPROVING THE OHIO ENVIRONMENTAL PROTECTION AGENCY
DIRECTOR'S FINAL FINDINGS AND ORDERS ON THE WASTEWATER TREATMENT PLANTS
AND THEIR RESPECTIVE COLLECTION SYSTEMS UNDER O.R.C. ("R.C.") 6111.03(H) AND
3745.01.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of April, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Christopher Jones from Calfee, Halter & Griswold LLP along with the County Sanitary Engineer Douglas Reinhart and County Administrator Erica L. Preston presented to the Board of County Commissioners the Ohio EPA Director's Final Findings and Orders under Ohio Revised Code ("R.C.") 6111.03(H) and 3745.01 for the operation of the wastewater treatment plants ("WWTPs") and their respective collection systems; and,

WHEREAS, Board of County Commissioners does hereby accept the Ohio EPA Director's Final Findings and Orders in the amount of \$72,014.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Auglaize County, Ohio does hereby accept and executes the Ohio EPA Director's Final Findings and Orders.

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

Adopted this
7th day of
April, 2015

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: Sanitary Engineer
- ✓ Calfee, Halter & Griswold LLP
- ✓ County Auditor
- Ohio EPA
- ✓ County Administrator