

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS FOR THE JUVENILE PROBATION APPROPRIATION AND THE PROBATE COURT APPROPRIATION.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

RESOLUTION

WHEREAS, the Board did receive correspondence from Judge Mark Spees requesting budget adjustments for the Juvenile Probation appropriation and the Probate Court appropriation.

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

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
JUVENILE PROBATION		
001-0205-530400 Equipment	\$ 2,000.00	001-0206-530900 Detention
001-0205-531900 Jurror	\$ 750.00	001-0206-530900 Detention
001-0205-532200 Foreign	\$ 1,000.00	001-0206-530900 Detention
001-0205-536400 Workers Comp	\$ 1,392.30	001-0206-530900 Detention
001-0205-536700 PERS	\$ 29.28	001-0206-530900 Detention
001-0205-530300 Supplies	\$ 500.00	001-0206-530900 Detention
001-0206-530700 Travel	\$ 2,000.00	001-0206-530900 Detention
001-0206-536400 Workers Comp	\$ 3,602.94	001-0206-530900 Detention
001-0206-536700 PERS	\$ 1,604.08	001-0206-530900 Detention
001-0207-531900 Jurors	\$ 500.00	001-0206-530900 Detention
001-0207-532200 Foreign Judge	\$ 500.00	001-0206-530900 Detention
001-0207-536400 Workers Comp	\$ 1,552.89	001-0206-530900 Detention
001-1206-532100 Transcript	\$ 3,000.00	001-0206-530900 Detention
001-1206-532200 Foreign Judge	\$ 750.00	001-0206-530900 Detention
001-0207-536400 Workers Comp	\$ 24.00	001-0207-536700 PERS

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

Adopted this 11th day
Of December, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . YES
Douglas A. Spencer

Ivo J. Kramer . YES
Ivo J. Kramer

Cc: / County Auditor
/ Juvenile Court

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO THE
AMENDED CERTIFICATE OF ESTIMATED RESOURCES AMENDMENT AS REPORTED
BY THE COUNTY AUDITOR: SAME BEING FOR THE VARIOUS FUNDS.**

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

RESOLUTION

WHEREAS, under the date of January 3, 2008, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2008 Annual Amended Official Certificate of Estimated Resources which was given to the Board by the County Auditor; and

WHEREAS, County Auditor Janet Schuler did inform the Board that an amendment to the Annual Amended Official Certificate for various funds was made. The 2008 Annual Appropriation should be amended to include the following:

Youth Service	
Decrease 018-0032-531000	by \$ 809.86
'08 VOCA	
Decrease 035-0035-537000	by \$ 1.18
Jail Comm (Food)	
Decrease 059-0059-530300	by \$ 4,302.17
Airport Rotary	
Decrease 076-0076-510200	by \$ 4,874.14
Decrease 076-0076-536400	by \$ 418.50
Decrease 076-0076-536700	by \$ 958.13
'06 Home	
Decrease 088-0088-500100	by \$ 14,467.22
Decrease 088-0088-530600	by \$ 9,200.00
'07 Flex Spend	
Decrease 094-0094-539700	by \$ 6,569.12
'07 Vision 100 Grant	
Decrease 099-0099-539000	by \$ 8,707.00
Hax-Mat Equip	
Decrease 932-0932-530900	by \$ 2,405.73
CCP 06	
Decrease 940-0940-530300	by \$.48
Decrease 940-0940-530400	by \$ 48.14
Decrease 940-0940-530600	by \$ 186.00
Decrease 940-0940-531000	by \$ 6.00
SHSP 06	
Decrease 942-0942-530400	by \$ 1,130.12
Decrease 942-0942-531000	by \$ 34.00

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2008 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this 11th day
of December, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . Yes
Douglas A. Spencer

Ivo J. Kramer . Yes
Ivo J. Kramer

Cc: County Auditor

IN THE MATTER OF ADOPTING A TEMPORARY APPROPRIATION MEASURE FOR THE 2009 FISCAL YEAR FOR THE PURPOSE OF MEETING THE JANUARY 2, 2009 PAYROLL.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

RESOLUTION

WHEREAS, County Auditor Janet Schuler has advised the Board that it will be necessary for the Board to adopt a temporary appropriation measurer for the purpose of meeting the first payroll of fiscal year 2009 which will be dated January 2, 2009; and,

WHEREAS, the County Auditor has prepared the necessary payroll calculations and has provided same to the Board.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby adopt a temporary appropriation measurer for the 2009 fiscal year pursuant to Ohio Revised Code Section 5705.38; and,

BE IT FURTHER RESOLVED that the following amount be appropriated to the specified fund:

County General	\$230,000
MVGT	\$70,000
Solid Waste	\$6,000
Dog & Kennel	\$2,000
Public Assistance	\$50,000
DRETAC	\$1,500
REA	\$6,000
Soil Conservation District	\$7,000
MR/DD	\$73,000
Certificate of Title	\$4,000
DARE Grant	\$900
Police Rotary	\$2,000
VOCA	\$1,200
WLEB	\$1,200
Airport Authority	\$1,000
Felony Delinquent C & C	\$1,200
Juvenile Rehab	\$1,300
Insurance	\$500
EMA	\$2,500
CSEA	\$16,000
Auglaize Acres	\$110,000
Park District	\$1,500

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

Adopted this
11th day of
December, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Ivo J. Kramer, Yes
Ivo J. Kramer

cc: County Auditor – Janet Schuler

County Commissioners Office
Auglaize County, Ohio
December 11, 2008

NO. 08-492

IN THE MATTER OF AUTHORIZING THE PURCHASE FROM TOM AHL OF A VAN TO BE USED BY THE AUGLAIZE COUNTY VETERANS SERVICE COMMISSION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

RESOLUTION

WHEREAS, Douglas R. Howard, Director and the Veterans Service Commission informed the Board of County Commissioners that it is necessary to replace the presently used Ford van which is used for transporting veterans to their medical appointments; and,

WHEREAS, said office has obtained a proposal from Tom Ahl from the acquisition of a 2008 Chevrolet Express Van G 3500 Series at the cost of \$18,993.50; and,

WHEREAS, a request was made to the Board of County Commissioners that said acquisition be authorized.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the purchase of the 2008 Chevrolet Express Van G 3500 Series by the Auglaize County Veterans Services for its use to transport veterans to medical appointments; and,

BE IT FURTHER RESOLVED that said Board approves the expenditure for this van, same being \$18,993.50, to be taken from the Veterans Service appropriation, Equipment line item (001.0903.530400).

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

Adopted this
11th day of
December, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Ivo J. Kramer, Yes
Ivo J. Kramer

cc: Veterans Service Commission

County Commissioners Office
Auglaize County, Ohio
December 11, 2008

No. 08-493

IN THE MATTER OF ACCEPTING THE RESIGNATION OF IVO J. KRAMER AS AUGLAIZE COUNTY COMMISSIONER

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2008.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, Ivo J. Kramer, Auglaize County Commissioner, submitted the attached correspondence to the Board of County Commissioners; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby accept the resignation of Ivo J. Kramer as Auglaize County Commissioner upon submission of the attached correspondence to the Board of County Commissioners; same resignation to be effective December 31, 2008, at 11:59:59 p.m.; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does commend County Commissioner Ivo J. Kramer for his twelve faithful and dedicated years to the citizenry of Auglaize County, and does further, extend its best wishes in his retirement.

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

Adopted this
11th day of
December, 2008

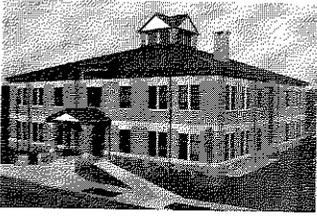
BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

ABSTAINED
Ivo J. Kramer

cc: Ivo J. Kramer, Commissioner



Members:

Douglas A. Spencer

John N. Bergman

Ivo F. Kramer

Board of County Commissioners

209 S. Blackhoof St. - Room 201

Wapakoneta, Ohio 45895-1972

Phone: 419-739-6710 Fax: 419-739-6711

e-mail: commissioner@auglaizecounty.org

December 10, 2008

RECEIVED

DEC 10 2008

JNB

Board of County Commissioners
Auglaize County, Ohio

Mr. John Bergman, Chairman
Auglaize County Commissioners
209 South Blackhoof Street
Wapakoneta, Ohio 45895

Dear John:

I wish to inform you that I will be retiring from my current position as Auglaize County Commissioner effective at the close of business on December 31, 2008 at 11:59:59 p.m.

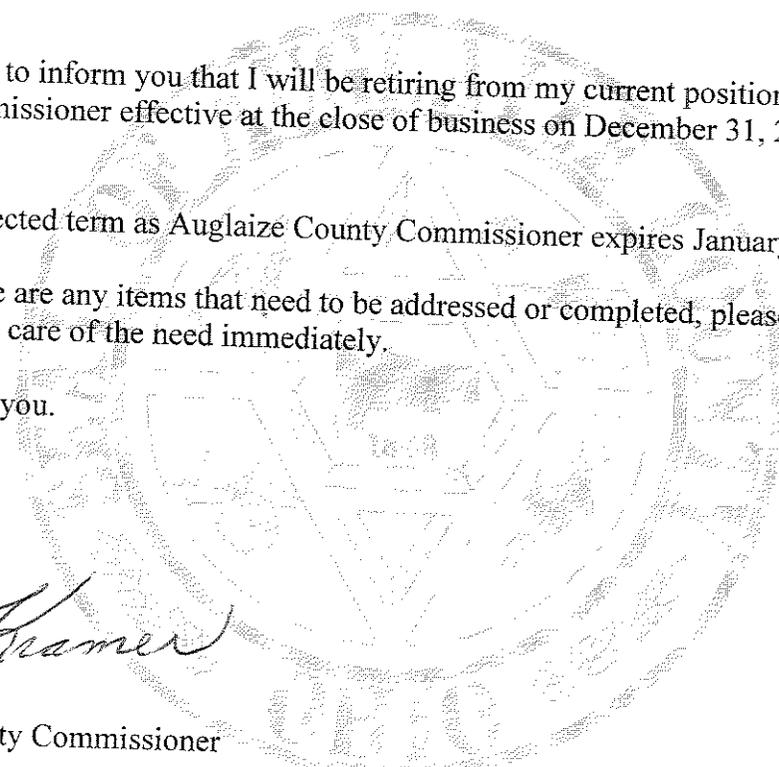
My elected term as Auglaize County Commissioner expires January 3, 2009.

If there are any items that need to be addressed or completed, please advise me and I will take care of the need immediately.

Thank you.

Sincerely,

Ivo Kramer
Auglaize County Commissioner



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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

RESOLUTION

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

Gentlemen:

The City of Wapakoneta has provided to me a paid invoices for street improvements completed in the City during 2008 and qualifies for Permissive License Plate Tax funding. Please authorize the Auglaize County Auditor to reimburse the City of Wapakoneta \$39,852.00 from their Permissive License Plate Fund.

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

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, respective of Engineer Reinhart's request, does hereby authorize the County Auditor to issue a warrant in the amount of \$39,852.00 made payable to the City of Wapakoneta with funds to be drawn from their Permissive License Plate Tax Fund.

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

Adopted this
11th day of
December, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, YES
Douglas A. Spencer

Ivo J. Kramer, YES
Ivo J. Kramer

- ✓ cc: County Engineer
- ✓ County Auditor
- ✓ City of Wapakoneta

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS WITHIN THE VICTIMS SERVICE APPROPRIATION AND THE CLERK OF COURTS APPROPRIATION AND THE CERTIFICATE OF TITLE FUND.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

RESOLUTION

WHEREAS, the Board did receive correspondence from Prosecuting Attorney Ed Pierce requesting a budget adjustment within the Victims Service appropriation, and from Clerk of Courts Sue Ellen Kohler requesting a budget adjustment within the Clerk of Courts appropriation and the Certificate of Title fund..

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

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
VICTIMS SERVICE		
001-1107-536400 Workers Comp	\$ 14.27	001-1107-536700 PERS
CLERK OF COURTS		
001-0208-536400 Workers Comp	\$ 402.38	001-0208-536700 PERS
CERTIFICATE OF TITLE		
026-0026-530400 Equipment	\$ 2,500.00	026-0026-530300 Supplies

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

Adopted this 11th day
Of December, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . Yes
Douglas A. Spencer

Ivo J. Kramer . YES
Ivo J. Kramer

- ✓ County Auditor
- ✓ Prosecutor
- ✓ Clerk of Courts

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS FOR THE HUMANE SOCIETY APPROPRIATION.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th day of December, 2008.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board did receive correspondence from the County Auditor's office stating that an inadequate balance exists in the PERS line and the salary line of the Humane Society appropriation with which to finish the year.

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

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
001-1701-538000 Contingencies	\$ 145.84	001-0603-510200 Employee Salary
001-1701-538000 Contingencies	\$ 19.95	001-0603-536700 PERS

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

Adopted this 11th day
Of December, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer .
Douglas A. Spencer

Ivo J. Kramer . YES
Ivo J. Kramer

✓
Cc: County Auditor

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO MAKE REIMBURSEMENTS FROM PERMANENT DITCH MAINTENANCE FUNDS TO ENGINEER'S MVGT FUND AS DIRECTED BY THE COUNTY ENGINEER.

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo Kramer

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, Kevin Schnell, Asst. County Engineer, submitted a letter to the Board of County Commissioners requesting that reimbursement of funds by the County Auditor be authorized from permanent maintenance ditch funds to the Engineer's MVGT Fund for work performed by Engineer's Dept., reimbursements as follows:

<u>DITCH NAME</u>	<u>DITCH MAINTENANCE ACCOUNT NUMBER</u>	<u>AMOUNT TO BE TO BE REIMBURSED</u>
Bailey	400	\$ 1,174.15
Barnes	401	1,074.79
Beeler #1	402	764.17
Blackhoof	403	3,196.07
Greve	404	195.34
Brackney	405	526.75
Grassley-Link	406	2,576.54
Moorman	407	389.48
Clear Creek	408	3,089.35
Cook	409	344.13
Craft #1	410	216.84
Crider	411	0.00
Dabbelt	412	1,804.03
Waterman	413	123.73
Doering	414	306.64
Doshe	415	1,002.55
Emerson	416	185.90
Frazier #1	417	0.00
Frazier #2	418	176.88
Grassley	419	386.26
Gutman #1	420	131.36
Haufhaus	421	1,247.00
Heidt	422	524.16
Heinrich	423	835.79
Hemmert	424	277.13
Howell	425	5,587.71
Hunt	426	0.00
Davis Joint	427	0.00
Grubbs	428	169.04
Kaiser	429	1,280.36
Kaufman	430	894.97
Klaus	431	0.00
Warner	432	0.00
Hengstler	433	121.42
Klosterman	434	441.76
Lotridge #1	435	122.42
Lhamon	436	2,072.48
McName-Petersen Br	437	154.77
McName -Phillips Br	438	610.33
Metz	439	4,344.94
Moeller	440	130.34
Mosler	441	0.00
Place	442	944.92
Vornholt	443	137.97
Porter-Lateral	444	208.42
Potts	445	635.61
Pusheta	446	1,376.98
Ramga	447	158.05
Ramga-Seibert	448	0.00
Reichelderfer	449	714.35
Ritchie #1	450	546.85

Roediger #1	451	455.56
Rohrbaugh-Severt #1	452	1,201.20
St. Joe	453	1,250.53
St. Johns	454	0.00
Schwartz-Pohlman	455	0.00
Sellers #1	456	1,315.27
Shaffer	457	164.43
Shearer #1	458	798.96
Six Mile	459	471.02
Sprague	460	238.72
Spray	461	61.75
Swartz Jt. With Logan Co.	462	371.57
Thrush	463	2,487.23
Kantner	464	0.00
Wallace Fork #1	465	399.55
Waesch	466	60.91
Warman	467	1,743.85
Werner #1	468	264.62
Westbay	469	0.00
Wierwille	470	206.66
Wright #1	471	1,181.50
Wuebker	472	138.48
Young	473	174.34
Herbst	474	245.21
Blase	475	188.85
Fledderjoahnn	476	108.99
Sellers #2	477	261.14
Bush	478	123.26
Kaeck	479	148.90
McCune	480	164.00
Meyer #1	481	0.00
Miller	482	161.62
Gossard	483	0.00
Mallory	484	441.31
Clause	485	175.12
Geiger-Doseck	486	334.97
Muchinnippi	487	3,270.40
Schultz	488	186.04
Simms-Minnich	489	704.42
Swartz Joint (Van Wert County)	490	3,354.75
Ritchie #2	491	138.49
Thieman	492	0.00
Doorley	493	123.46
Huffman Run #1	494	111.01
Roediger #2	495	111.75
Henkener	496	153.42
Bashore	497	329.00
Haberkamp	498	579.15
Mile Creek	499	0.00
Bauer	700	1,853.35
Foltz	701	1,984.37
Hague	702	0.00
Hecht	703	0.00
Hussey	704	430.11
Ritter	705	101.07
Virginia Creek	706	2,307.06
Werner #2	707	210.22
Wierth	708	4,042.03
Wright #2	709	221.04
Benzing #1	710	410.78
Craft #2	711	0.00
Crider	712	0.00
Crow	713	77.21
Todd	714	0.00
Tulley	715	766.23
Wissman	716	1,711.03
Taylor	717	118.88
Fisher	718	115.82
Trotter	719	87.20
Spangler	720	657.96
Clover	721	2,374.27

Opperman	722	0.00
Schneider	723	3,454.72
Akers	724	2,901.96
Holthaus	725	113.28
Werling	726	0.00
Gutman #2	727	777.95
Wallace Fork #2	728	1,424.91
Waynesfield	729	2,805.53
Miami-Erie Canal	730	1,545.77
Gray-Harrod	731	1,286.75
Krites	732	0.00
Pond View Estates	733	289.60
Rohrbaugh-Severt #2	734	0.00
Knapke	735	1,802.47
Egley	736	585.73
Eisert	737	338.30
Neeley	738	198.52
Beener	739	0.00
Doseck #2	740	580.44
Price	741	93.34
Eisley	742	163.65
Allman	743	122.20
Elsass	744	870.89
Comus	745	0.00
Limbert	746	128.54
Santomieri	747	117.35
Bergman-Werner	748	0.00
Owl Creek	749	124.75
Kuest	750	0.00
Rogers	751	0.00
Vondenhuevel	752	0.00
Kellermeyer	753	127.29
Meyers #2	754	0.00
Cogan	755	118.64
Evans	756	0.00
Schaub	757	130.58
Spencer-Gray	758	0.00
Rohrbaugh-Severt #3	759	0.00
Haberkamp-Jett	760	169.16
Springer-Simms	761	0.00
Huffman Run #2	762	2,269.82
Wiesenmayer	763	396.48
Spencer-Brown	764	0.00
Kerr	765	2,158.18
Heidt #2	766	0.00
Wilderness Trails	767	0.00
Beeler #2	768	124.47
Ruck	769	0.00
Schaub-Helmlinger	770	160.09
Fledderjohann-Heidt	771	0.00
Imwalle-Lhamon	772	0.00
Prairie Creek	773	854.17
Huenke	774	170.54
Bush	775	0.00
Kilger	776	396.14
Heintz	777	0.00
Buck	778	0.00
Kemmann	779	0.00
Rapp-Kill	780	106.43
Berg-Bauer	781	0.00
Cisco	782	424.86
Shipp	783	0.00
Wissman #2	784	0.00
Dry Run	785	684.97
Hauss	786	77.21
Brewer	787	131.33
Sudman	788	145.10
Moeller #2	789	0.00
Kohler #1	790	116.84
Kohler #2	791	341.97
Kohler #3	792	225.72

Egley #2	793	586.75
Steineman	794	320.79
Copeland	795	186.00
Benzing #2	796	0.00
Scholl	797	0.00
Bills	798	358.87
St. Marys River	799	0.00
Winners	800	0.00
Kaiser #2	801	0.00
Spray #2	802	116.20
Blew	803	0.00
Smith`	804	294.09
Cook #2	805	904.61
Vogel	806	116.60
King	807	0.00
Kelly	808	0.00
Warman #2	809	0.00
Danaher	810	0.00
Parker	811	0.00
Knueve	812	0.00
South Ridge Subdivision	813	0.00
Summerchase Subdivision	814	0.00
Werst	815	0.00
Seller #3	816	423.51
Lotridge	817	1,484.12
Musser	818	0.00
Allman #2	819	0.00
Schlegelmilch	820	0.00
Downey	821	263.65
Grubbs #2	822	0.00
Reichelderfer #2	823	0.00
Oakwood Drive	824	0.00
Wilker	825	0.00
Sommer	826	0.00
Nielsen	827	337.38
Henschen	828	584.44
Shaw	829	1,612.88
Barnt	830	0.00
Arnold	831	0.00
IOOF Ditch	832	0.00
Ramga #2	833	0.00
Annesser	834	0.00
Waynesfield N.E.	835	0.00
Huenke #2	836	0.00
Schearer No. 3	837	0.00
Stoner	838	0.00
Zink	839	0.00
Simms Run	840	0.00
Spencer	841	0.00
Cartwright	842	0.00
Total		\$ 119,719.30

from Maintenance Accounts as listed above
Amount: \$ 119,719.30
to: 002-0500-4001.00 (K6 Reimbursements)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the County Auditor to make the ditch maintenance fund reimbursements as before listed and requested by the County Engineer.

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

Adopted this
 11th day of
 December, 2008

BOARD OF COUNTY COMMISSIONERS
 AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
 John N. Bergman

Resolution – continued

Reimbursements for ditch maintenance - MVGT

December 11, 2008

Page 5

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: ✓ County Auditor
✓ County Engineer

Ivo Kramer, Yes
Ivo Kramer

IN THE MATTER OF THE AUGLAIZE COUNTY COMMISSIONERS ENTERING INTO A REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Department of Development, through its Office of Housing and Community Partnerships ("OHCP") 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, Department of Development, for use to finance eligible activities that may generate program income as defined herein; and

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

WHEREAS, the State of Ohio, Department of Development, 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 does hereby enter into a Revolving Loan Fund Administration Agreement with the State of Ohio, Department of Development, for a period commencing January 1, 2009 and expiring December 31, 2011; and

BE IT FURTHER RESOLVED, a copy of said agreement is attached and made a part hereof.

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

Adopted this
11th day of
December, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Ivo J. Kramer, Yes
Ivo J. Kramer

✓
cc: West Central Development Corp.

REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Department of Development, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the Auglaize County Board of Commissioners, located at 209 S. Blackfoot St., Room 201, Wapakoneta, OH 45895 with F.T.I. Number: FTI 34-6400073 (the "Grantee"), and shall be effective beginning January 1, 2009 (the "Effective Date") and terminate December 31, 2011 (the "Termination Date").

BACKGROUND INFORMATION

- A. Grantor, through its Office of Housing and Community Partnerships ("OHCP"), 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 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 served by the Revolving Loan Fund.
- D. Grantor desires to have Grantee to administer a Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer a Revolving Loan Fund using the CDBG Program Income for the purposes stated above.
- E. Grantee has adopted Resolution (or Ordinance) # 08-498 on Dec. 11, 2008 (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. Revolving Loan Fund Capitalization. Grantee shall deposit any and all Program Income, as defined herein, derived from CDBG Economic Development Program funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG Economic Development Program funds. Furthermore, the Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OHCP'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.
2. RLF Plan and Use of Funds. Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Grantee agrees to 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 OHCP 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, OHCP's RLF Policies and Procedures Manual and the Local RLF Plan.

3. Loan Approvals. Grantee shall submit to Grantor a Loan Review Report Form or Infrastructure Review Report Form for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the closing of the Grantee's local RLF economic development loan or infrastructure project.
4. Reporting Requirements. Grantee shall submit semi-annual RLF Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 semi-annual RLF Report of each year. Each RLF Report shall include information for both economic development and housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.
5. 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).
6. 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 Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.
7. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.
8. 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.
9. 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.
10. Suspension and Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. 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 OHCP 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 OHCP RLF Policies and Procedures Manual.
11. Subrecipient Agreements. Grantee shall not subgrant the 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. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OHCP within fifteen days of any change in status of the designated administrative agent.
12. 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 19f 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

Revolving Loan Fund Administration 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.

13. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a RLF as set forth in the OHCP 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 10 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.

14. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

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

16. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. 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.

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

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

19. Miscellaneous.

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

b. Forum and Venue. All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

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

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

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

1. In the case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Office Manager

2. In the case of the Grantee, to:

Auglaize County Board of Commissioners
209 S. Blackhoof Street, Room 201
Wapakoneta, Ohio 45895

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, and then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

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

GRANTEE:

Auglaize County Board of Commissioners

By: John N. Bergman
Printed Name: John N. Bergman
Title: Commission President
Date: 12-11-08

GRANTOR:

**State of Ohio
Department of Development**

Lee Fisher
Lt. Governor of Ohio
Director, Ohio Department of Development

By: _____
Printed Name: _____
Title: _____
Date: _____