

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 12th day of January, 2021.

Commissioner Bambauer 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 Economic Development 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.

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, 2021 and expiring December 31, 2023; 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
12th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

This Economic Development Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the Ohio Development Services Agency (the "Grantor") and **Auglaize County Board of Commissioners** (the "Grantee") for the period beginning **January 1, 2021** (the "Effective Date") and ending **December 31, 2023** (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 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 Economic Development 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 Economic Development 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 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 a Resolution or Ordinance 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. Economic Development 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 Program Income Policies and Procedures Manual, available on OCD's Technical Assistance website, 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.
 - c. 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.
- 3. RLF Plan and Use of Funds.** Grantee has adopted an RLF Plan that includes the policies and procedures established by Grantor in the OCD Program Income 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. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Program Income Policies and Procedures Manual, the Local RLF Plan, and the current Ohio Consolidated Plan.
- 4. Loan and Grant Approvals.** Grantee shall submit to Grantor an RLF loan or grant 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.
- 5. National Objective Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the CDBG 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 waiver 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.
- 6. Subrecipient Agreements.** Except under circumstances subject to OCD Program Policy 20-04, Use of Subrecipients for Public Services Activities, Grantee shall not subgrant or subloan 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.

7. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate interest-bearing 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.
8. **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.
9. **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).
10. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Economic Development Program Income.
 - a. If Grantee proposes to commit Economic Development Program Income to an OCD Grant-funded activity for which it is the responsible entity, the environmental procedures associated with the OCD Grant shall fulfill the environmental requirements for the Economic Development Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Economic Development Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
 - b. For any other eligible use of Economic Development Program Income, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for the aggregated activity assisted with Economic Development Program Income. Grantee may not commit Economic Development Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
11. **Acquisition and Relocation.** Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations set forth in 24 CFR 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.

- 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 29 (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.
- 13. 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 Program Income 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 20 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. 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.
- 15. Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in 2 CFR 200 Subpart F – Audit Requirements 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, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.

16. 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.

17. 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.

18. 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 the Grantee's RLF project report forms and in conformance with OCD's Program Income Policies and Procedures Manual, and the Local RLF Plan. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

19. 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 20, 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.

20. 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 (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 21 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's Program Income 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 Program Income Policies and Procedures Manual.

- 21. 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.
- 22. 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.
- 23. 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. Additional information found in OCD Program Policy 15-07: Resolving a Potential Conflict of Interest.
- 24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.** This 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 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.

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:
Auglaize County Board of Commissioners
209 S Blackhoof St, Wapakoneta
OH 45895

- 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 Plan 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 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

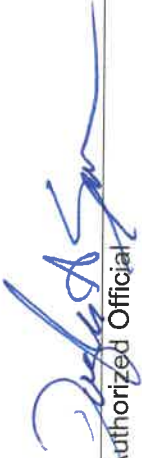
Each of the parties has caused this Economic Development Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:

Auglaize County Board of Commissioners

Grantor:

State of Ohio
Development Services Agency
Lydia L. Mihalik, Director



Authorized Official

Douglas A. Spencer

Printed Name:

President

Title:

January 12, 2021

Date:

County Commissioners Office
Auglaize County, Ohio
January 12, 2021

NO. #21-016

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR ATTENDANCE AT VARIOUS MEETINGS BY THE CLERK OF COURTS AND DEPUTY CLERKS OF THE LEGAL DEPARTMENT AND TITLE DEPARTMENT, AND EXPENDITURES FUNDED BY THE CLERK'S COMPUTER FUND - COMMON PLEAS COURT FOR THE YEAR 2021.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was submitted to the Board of County Commissioners by I. Jean Meckstroth, Clerk of the Court of Common Pleas:

January 5, 2021
TO: The Board of Commissioners
FROM: I. Jean Meckstroth, Clerk of Court of Common Pleas
SUBJECT: Travel and Related Expenses for Calendar Year 2021

Gentlemen:

I do hereby request that you allow funds not to exceed \$6,500.00 for travel and related expenses, registration for conferences and seminars, mileage, gasoline, and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy from the Budget lines in 001.0208.530700 and 001.0208.530900.

I further request that additional funds be allowed not to exceed \$7,250.00 for travel and related expenses, registration for conferences and seminars, mileage, gasoline, hotels and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy from the Budget line in 026.0026.530700 and 026.0026.530900 from the Certificate of Title Administration Fund.

I further request that you allow funds not to exceed \$5,000.00 for travel and related expenses, registration for conferences and seminars, mileage, gasoline, hotels and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy from the Budget lines in 024.0024.530900 from the Clerk's Computer Fund - Common Pleas Court. It is my intent to share these funds with Judge Pepple and Judge Spees in helping to provide training for their employees involved in the usage of the CourtView Computer System currently being used within our offices for the Civil, Domestic Relations and Criminal Divisions of Common Pleas Court only.

The authorization of these funds will allow the Clerks of Courts, the Title Supervisor and other Deputy Clerks within the Legal Department and the Title Department to attend monthly meetings of the Ohio Clerk of Courts Association and the Bureau of Motor Vehicles, Education Seminars sponsored by the Ohio Clerk of Courts Association, District Meetings of the Ohio Clerk of Courts Association, Summer and Winter Conferences of the Ohio Clerk of Courts Association, computer training classes sponsored by our vendor, CourtView, and other vendors and other meetings for the educational enhancement of the office of the Clerk of Courts.

This triple request is made in accordance with the separation of funds in that the Legal Department is funded thru the General Fund, the Title Department is funded thru the Clerk's Certificate of Title Administration Fund and a separate fund is collected as directed by Court Order for deposit in the Clerk's Computer Fund Common Pleas Court.

s/I. Jean Meckstroth
I. Jean Meckstroth,
Clerk of Courts

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the above request for travel expenses for meetings, etc. throughout the year 2021 for the Clerk of Courts as stated, providing all is in accordance it the County Travel Policy and bills/receipts are presented in a proper manner.

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

Adopted this
12th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

/cc: Clerk of Courts

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE MUNICIPAL COURT CLERK AND DEPUTIES TO ATTEND CONFERENCES, MEETINGS AND SEMINARS IN CONJUNCTION WITH THE BUSINESS OF SAID OFFICE THROUGHOUT 2021.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2021.

Commissioner Bambauer moved the adoption of the following:
RESOLUTION

WHEREAS, the following correspondence was submitted to the Board of County Commissioners by I. Jean Meckstroth, Clerk of Courts – Municipal Court:
January 5, 2021

TO: The Board of Commissioners
FROM: I. Jean Meckstroth, Clerk of Courts – Municipal Court
SUBJECT: Travel and Related Expenses for Calendar Year 2021

Gentlemen:

I do hereby request that you allow funds not to exceed \$4,000.00 for Travel expenses, registrations for conferences and seminars, mileage, gasoline, hotel rooms and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy for the Clerk of Courts and various Deputy Clerks of the Auglaize County Municipal Court Clerk's Office. These funds will enable the Clerk and various Deputies to attend District Meetings of the Ohio Municipal Court Clerk's Association, Educational Seminars sponsored by the Ohio Supreme Court, conferences sponsored by The Ohio Municipal Court Clerk's Association, and other meetings for the educational enhancement of the Clerk's office. These funds are currently budgeted in 001.0211.530700 and 001.0211.530900.

I further request that you allow funds not to exceed \$7,000.00 for travel expenses, Registrations for conferences and seminars, mileage, gasoline, hotel rooms and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy for the Clerk of Courts and various Deputy Clerks of the Auglaize County Municipal Court Clerk's office. These funds will enable the Clerk and various Deputies to attend training seminars and District computer meetings. I intend to share these funds with Judge Gary W. Herman and his staff as we continue to receive training on the computer system currently being used in the Auglaize County Municipal Court. These funds are currently budgeted in 030.0030.530700 and 030.0030.530900.

This dual request is made in accordance with the separation of funds being the Clerk's General Fund budget and the separate fund being collected as directed by Court Order for deposit in the Clerk's Computer Fund - Municipal Court.

s/I. Jean Meckstroth
I. Jean Meckstroth,
Clerk of Courts

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the above request for travel expenses for meetings, etc. throughout the year 2021, for the Clerk and Deputies of the County's Municipal Court, providing all is in accordance with the County Travel Policy and bills/receipts are presented in a proper manner.

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

Adopted this
12th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF THE MODIFIED HEALTH SUMMARY PLAN AND BOOKLET FOR THE AUGLAIZE COUNTY- MEBC HIGH DEDUCTIBLE HEALTH BENEFIT SUMMARY PLAN DOCUMENT AND BENEFIT BOOKLET.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners and Arthur J. Gallagher have modified the Auglaize County- MEBC Health summary plan description (SPD). This SPD, referred to as the plan document, is the governing plan document that will be the basis for the administration of the Auglaize County's Health Plan; and,

WHEREAS, the SUMMARY OF MODIFICATIONS will become part of this resolution; and,

WHEREAS, the modifications have been completed and presented to the Board of County Commissioners and the Board of County Commissioners has approved said modifications with the effective date of January 1, 2021.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the modifications to the Midwest Employee Benefit Consortium – Auglaize County Employee Benefit Plan – Plan Document and Employee Benefit Booklet as presented; and,

BE IT FURTHER RESOLVED, that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board to execute the Acceptance Page of Health Plan 7670-00-412003; and,

BE IT STILL FURTHER RESOLVED that each elected official and department head be given a copy of said Plan Document and Employee Benefit Booklet; it will also be available on the county website, auglaizecounty.org.

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

Adopted this
12th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Arthur J. Gallagher – Phyllis Nielsen

✓ UMR

✓ Elected Officials and Department Heads



A UnitedHealthcare Company

SUMMARY OF MODIFICATIONS

In order to mitigate egregious billing practices of out-of-network providers, UMR has created a new out-of-network program, the CRS Reference Program. The CRS Reference Program provides reasonable reimbursement for-out-of-network claims, which provides savings to our members and customers. As a result, effective January 1, 2021, the following provisions have been revised:

- Out-of-Pocket Expenses and Maximums.
- Provider Network.
- Covered Medical Benefits.
- Transplant Benefits.
- Mental Health Benefits.
- Substance Use Disorder and Chemical Dependency Benefits.
- General Exclusions.
- Claims and Appeal Procedures.
- Glossary of Terms.]

SUMMARY OF MODIFICATIONS

As required, effective January 1, 2021, the following changes were made to your Health Plan document. The change(s) are shaded in the plan document, with the exception of deleted wording:

- Care Management has been rebranded as CARE (Care Management) throughout the document.
- Provider Network: The out-of-network provider organization has been deleted due to the various out-of-network solutions now in place.
- Covered Medical Benefits:
 - Telemedicine – Telephone or Internet Consultations has been changed to Telehealth.
 - Telemedicine has been added with a reference to the appropriate section of the SPD.
- Mental Health Benefits:
 - Covered Benefits: Under Outpatient Therapy Services, the bullet regarding a therapeutic medical facility has been removed and the language has been reformatted to create a single paragraph.
 - Under Additional Provisions and Benefits, the bullet regarding medication evaluation by a psychiatrist has been removed.
- Substance Use Disorder and Chemical Dependency Benefits: Covered Benefits: Under Outpatient Therapy Services, the bullet regarding a therapeutic medical facility has been removed and the language has been reformatted to create a single paragraph.
- CARE (Care Management): The program has been rebranded, and the entire provision updated accordingly.
- The Centers of Excellence provision has been added.
- General Exclusions:
 - Abdominoplasty has been added as a standard exclusion.
 - Under Panniculectomy / Abdominoplasty, Abdominoplasty has been removed and now appears as a separate item.
 - Telemedicine – Telephone or Internet Consultations has been changed to Telehealth.
- Glossary of Terms:
 - Under Medically Necessary / Medical Necessity, the fourth bullet has been revised for clarification purposes.
 - The definition of Mental Health Disorder has been revised to align with the *Diagnostic and Statistical Manual of Mental Disorders*.
 - The definition of Morbid Obesity has been revised to fit current program requirements.
 - Telemedicine has been changed to Telehealth, and the definition has been revised.
 - A new definition of Telemedicine has been added.



A UnitedHealthcare Company

ACCEPTANCE PAGE

Health Plan
7670-00-412003

AUGLAIZE COUNTY (MEBC) acknowledges that we have reviewed the plan document effective January 1, 2021, and agree that the provisions contained in the plan document will be the basis for the administration of our Health Plan. The Plan Sponsor further represents that the plan document accurately reflects the intent of the Plan Sponsor and agrees that UMR may rely on such document in the administration of the Plan.

Accepted by the Plan Sponsor on 01/12/2021
Date


Authorized Signature and Title
AUGLAIZE COUNTY (MEBC)

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A WORK EXPERIENCE PROGRAM AGREEMENT WITH THE ST. MARYS COMMUNITY LIBRARY AND THE AUGLAIZE COUNTY JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Department of Job & Family Services has created the Work Experience Program which is to provide work experience for OWF, ABAWDs and FSET participants in an employment environment, that would provide them the opportunity to acquire or upgrade general work skills, training, knowledge and work habits. The main goal of the program is to move participants to self –sufficiency through employment. The St. Marys Community Library agrees to provide a work experience location and further agrees that as a condition of this agreement, there shall be no discrimination against any participant on the basis of race, color, national origin, sex, or handicap or any other factor as specified by federal and state laws regarding discrimination; and,

WHEREAS, this agreement shall be become effective on January 1, 2021 and will expire on December 31, 2021.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the execution of the Work Experience Program Agreement negotiated with St. Marys Community Library.

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

Adopted this
12th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: Auglaize County Department
of Job & Family Services

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A 25-YARD 2020 FREIGHTLINER PACKER TRUCK FOR USE BY THE AUGLAIZE COUNTY SOLID WASTE DISTRICT AND TO BE PURCHASED THROUGH THE STATE OF OHIO THROUGH THE SOURCEWELL PURCHASING SYSTEM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Solid Waste District Coordinator, Scott Cisco, presented email correspondence and a quote for the purchase of a 25 yard – 2020 Freightliner Packer Truck. This truck will be put in line for daily use and the current 2007 Freightliner will be moved to a stand-by truck; and,

WHEREAS, the purchase of the packer will be made through the State of Ohio Sourcewell Purchasing Program in accordance with ORC 9.48 and the Board’s Resolution #18-456; and,

WHEREAS, the Sourcewell Purchasing System Contract Number is #091219-LEG and effective 11/15/2019 – 11/15/2023; and,

WHEREAS, the following quote was requested and received to purchase:

Best Equipment Co., Inc., 5500 Poindexter Drive, Indianapolis, IN 46235

Cost includes:

- Total net (body) \$90,650.00
- Total (chassis) \$96,500.00
- Included Best Equipment \$25,002.00
- Total cost \$212,152.00

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize Solid Waste District Coordinator to proceed with the purchase of a 25-yard 2020 Freightliner Packer Truck for the Auglaize County Solid Waste District to be made through the State of Ohio Sourcewell Purchasing Program with the funds being used out of the Solid Waste District Fund 004.0004.530400 for \$212,152.00.

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

Adopted this
12th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: Auditor
Solid Waste District

County Commissioners Office
Auglaize County, Ohio
January 12, 2021

NO. #21-022

IN THE MATTER OF AUTHORIZING THE SALE OF A 1990 FREUH. TRAILER AND A 1985 GREAT DANE TRAILER PURSUANT TO OHIO REVISED CODE 307.12.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of January, 2021.

Commissioner David Bambauer moved the adoption of the following

RESOLUTION

WHEREAS, the Solid Waste Coordinator, Scott Cisco has submitted correspondence to the Board of County Commissioners, stating that the 1990 Freuh. Trailer and the Great Dane Trailer is no longer of use to the Solid Waste District Office; and,

WHEREAS, the trailers are unfit to be utilized for the sale of equipment on the online auction site for Auglaize County; and,

WHEREAS, Solid Waste Coordinator, Scott Cisco, will dispose of the trailers for salvage; and,

WHEREAS, Scott Cisco has requested authorization to complete this sale/salvage pursuant to Ohio Revised Code 307.12.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize the sale/salvage of the above mentioned trailers.

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

Adopted this
12th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Solid Waste Coordinator

IN THE MATTER OF FINDING FOR THE IMPROVEMENT OF THE DICKMAN DITCH PROJECT; PETITIONED BY DAVID AND THOMAS DICKMAN AND OTHERS AND FOR THE FINDING FOR THE AMENDMENT FOR THE DICKMAN DITCH PROJECT PETITIONED BY PAUL KUCK; SETTING DATE TO RECEIVE ENGINEER'S REPORTS ON SAID PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 12th of January, 2021.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, in Resolution #20-396, dated October 13, 2020, set December 29, 2020 at 1:30 p.m., for the first hearing of the petition of the Dickman Ditch Project, the Board met in the Assembly Room – 2nd Floor at the Administration Building and conducted the hearing by causing the petition to be publicly read to those present by TJ Place for the County Engineer's Office; and,

WHEREAS, the Board of County Commissioners, in Resolution #20-483, dated December 3, 2020 accepted the application for the change of the Dickman Ditch Project filed by Paul Kuck and the amendment was publicly read to those present at the first hearing by TJ Place for the County Engineer's Office; and,

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

WHEREAS, the Board has made an actual view of the proposed improvement on November 19, 2020 and has heard either in person or by counsel all evidence offered by any owner of land for or against the granting of the proposed improvement and amendment, or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, or any application therefore; and,

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

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

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

BE IT FURTHER RESOLVED that the Board does set **May 11, 2021 at 9:00 a.m.** as the date and time for the filing of the above mentioned County Engineer's Reports.

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

Adopted this
12th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

David Bambauer Yes
David Bambauer

John N. Bergman Yes
John N. Bergman

✓ cc: County Engineer