

IN THE MATTER OF AUTHORIZING THE SECUREMENT OF A NOTE FROM MINSTER BANK FOR THE LUEDEKE DITCH IMPROVEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of January, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on January 8, 2009, in Resolution #09-03, the Board of County Commissioners authorized the securement of interest costs for a note in the following amount for the balance of money needed to complete a ditch improvement:

Luedeke Ditch project.....\$14,336.94

and,

WHEREAS, the following quotation was received for the above mentioned note:

**For Luedeke improvement project:
Minster Bank.....4.52%**

and,

WHEREAS, quotation was shared with County Auditor Janet Schuler, for her review and recommendation with said recommendation being to award the note to Minster Bank for the Luedeke Ditch project as Minster Bank met the bid requirements for this project.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the securement of an eight year (16 semi-annual installment) note in the amount of \$14,336.94 at the rate of interest of 4.52%, from Minster Bank for the balance of money needed to complete the payment of the Luedeke Ditch project.

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

Adopted this
22nd day of
January, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: County Engineer
 County Auditor
 Bidder

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A SUBORDINATION AGREEMENT IN REGARDS TO MAKE PROPERTIES, INC. REVOLVING LOAN FUND NUMBER DQ-RLF.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 22nd day of January, 2009.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Department of Development and the Auglaize County RLF, provides financial assistance to local governments for the purpose of addressing local needs; and,

WHEREAS, Auglaize County lent funds to Make Properties, Inc., in the amount of \$246,300, through the Auglaize County RLF; and,

WHEREAS, Make Properties, Inc. wishes to refinance their first mortgage note with U.S. Bank; and,

WHEREAS, The Peoples Bank Company has agreed to refinance the first mortgage balance in the amount of \$448,000 and The U.S. Small Business Administration has agreed to subordinate to the first mortgage in the amount of \$448,000.

THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizes Commission President Spencer to execute any required legal documentation to execute such subordination to The Peoples Bank Company in the amount of \$448,000 and The U.S. Small Business Administration in the amount of \$371,000.

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

Adopted this 22nd day
Of January, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

Cc: ✓ West Central Development Corp.

IN THE MATTER OF AUTHORIZING AN EXECUTION OF THE 2009 LITTER CLEANUP GRANT AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of January, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has received notification from the Ohio Department of Natural Resources that the 2009 Litter Cleanup Grant application, filed by the Auglaize County Solid Waste Management District, has been approved; and,

WHEREAS, the grant funds allocated to the Auglaize County Solid Waste Management District are in the amount of \$ 2,500.00; and,

WHEREAS, Solid Waste Coordinator David Reichelderfer has reviewed grant agreement and has advised that the agreement is in order.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize Solid Waste Coordinator David Reichelderfer of the Auglaize County Solid Waste Management District, to execute the "2009 Litter Cleanup" grant agreement.

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

Adopted this
22nd day of
January, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: Solid Waste Coordinator – David Reichelderfer
 Ohio Department of Natural Resources

2009 Litter Cleanup Grant Agreement

Ohio Department of Natural Resources - Division of Recycling & Litter Prevention

This Agreement is made and entered into by and between the Director of the Ohio Department of Natural Resources, through the Chief of the Division of Recycling & Litter Prevention, hereinafter referred to as the Department, and the **Auglaize County SWMD**, hereinafter referred to as the Grantee.

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 1502, has applied to the Department for grant funding to implement a 2009 Litter Cleanup Grant, hereinafter referred to as the 2009 LCG; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's approved application and the 2009 Litter Cleanup Grant Application Handbook; and

WHEREAS the Grantee has been authorized by its governing body to enter into an Agreement with the Department to administer said grant; and

WHEREAS 2009 LCG funds in the amount of **\$2,500.00** have been encumbered by Commitment Document Number _____. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The Department hereby awards to the Grantee a grant not to exceed **\$2,500.00** for the purpose of implementing a Litter Cleanup project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget or costs in excess of amounts specified in the approved budget, shall not be reimbursed by the Department. Any grant-related expenditure made prior to the effective date of the grant agreement will not be reimbursed.
- II. The Grantee agrees to maintain and expend the required match.
- III. The Department shall pay to the Grantee, subject to cash availability, one hundred percent (100%) of its total grant award, to be used for project costs according to the Grantee's approved application.
- IV. The Grantee shall implement the project and manage the grant funds in accordance with the Grantee's approved application and the 2009 Litter Cleanup Grant Application Handbook.

2009 Litter Cleanup Grant Agreement

Ohio Department of Natural Resources - Division of Recycling & Litter Prevention

- V. The Grantee shall not discriminate against any employee or applicant for employment based on race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee will take affirmative action to ensure that applicants are employed, and that, during employment, employees are treated without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability (as defined in the ADA). Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111 and the Drug Free Workplace Act.
- VI. The Grantee shall, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or disability as defined in ADA.
- VII. The Grantee shall comply with the State Equal Employment Opportunity guidelines, with any other officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the state of Ohio or any of its officials and agencies.
- VIII. Upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the Grantee may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- IX. The Grantee certifies that its employees are public employees of the Department under federal and state law for tax, Workers' Compensation and retirement deduction purposes and that the Grantee has Workers' Compensation Coverage.
- X. The Grantee shall carry out and administer the 2009 LCG according to all applicable federal, state and local laws and regulations, and the terms of this Agreement, as outlined in the Department's 2009 LCG Application.
- XI. The Department shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this grant. The Grantee shall keep said books and records in a common file to facilitate audits and inspections. In the event of a special audit, the Grantee will be responsible for the actual cost of the audit. Said costs shall be determined by the State.

2009 Litter Cleanup Grant Agreement

Ohio Department of Natural Resources - Division of Recycling & Litter Prevention

- XII. In accordance with Executive Order 2008-01S, the Grantee, by signature on this document, certifies that it: (1) has reviewed and understands Executive Order 2008-01S; (2) has reviewed and understands the Ohio ethics and conflict of interest laws as found in ORC Chapter 102 and in ORC Sections 2921.42 and 2921.43; and, (3) will take no action inconsistent with those laws or the Executive Order. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws and/or with Executive Order 2008-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Executive Order can be found at: <http://governor2.ohio.gov/Portals/0/ExecutiveOrder2008-01S.pdf>
- XIII. The Grantee hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of the ORC Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of ORC Section 3517.13.
- XIV. The Grantee affirmatively represents and warrants to the Department that it is not subject to a finding for recovery under ORC 9.24, or that it has taken appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the Department hereunder immediately shall be repaid to the Department, or an action for recovery immediately may be commenced by the Department for recovery of said funds.
- XV. If required to do so pursuant to ORC Section 2909.33 the Grantee hereby represents and warrants that the Grantee: (1) has not provided material assistance to an organization listed on the Terrorist Exclusion List of the State Department of the United States; (2) has obtained a current copy of the Terrorist Exclusion List; and, (3) truthfully has answered "No" to every question on the Ohio Department of Public Safety's form "Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization." If this representation is deemed false, this Agreement is void *ab initio* and the Grantee immediately shall repay to the State any and all funds paid under this Agreement. Information and forms concerning the Declaration may be found at: www.homelandsecurity.ohio.gov/dma/dma_general_info.asp
- XVI. Implementation of the approved 2009 LCG project as outlined in the Grantee's 2009 LCG Approved Application and this Agreement, for which grant funds have been provided under this Agreement, shall not commence until the Agreement is signed by all parties or **March 1, 2009**, whichever is later. The Department shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.
- XVII. This Agreement shall terminate **June 1, 2009**. The Department reserves the right at any time after execution of this Agreement, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. In the event of such termination, the Grantee will be paid for approved expenditures incurred and for any noncancellable obligations properly incurred by the Grantee prior to termination.

2009 Litter Cleanup Grant Agreement

Ohio Department of Natural Resources - Division of Recycling & Litter Prevention

- XVIII. The Grantee reserves the right, at any time after execution of this Agreement, to terminate the grant, in whole or in part, upon written notification to the Department. In the event of such termination, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.
- XIX. All unspent funds and/or unallowed expenditures shall be returned to the Department within forty-five (45) days of receiving notification of any termination. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the (Grantee) agrees to pay the Department all costs the Department incurs for delinquent collections by the Attorney General's office.

IN WITNESS WHEREOF, this Agreement is effective upon execution by the Director of the Ohio Department of Natural Resources, provided that the Chief of the Division of Recycling & Litter Prevention and the Grantee have signed below, prior to the Director. The effective date of this Agreement is the date when the Director of the Ohio Department of Natural Resources signs this Agreement, or **March 1, 2009**, whichever date is later.

Grantee: **Auglaize County SWMD**

Award: **\$2,500.00**

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

Signed: _____ Date: _____
Authorized Official: David Reichelderfer

Ohio Department of Natural Resources Signatures

Signed: _____ Date: _____
*Derek H. Anderson, Chief
Division of Recycling & Litter Prevention*

Signed: _____ Date: _____
*Sean D. Logan, Director
Ohio Department of Natural Resources*