

County Commissioners Office  
Auglaize County, Ohio  
November 10, 2016

NO. 16-399

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2016.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

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

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
409430	\$420.00	Amy Barhorst
409450	\$698.38	Kroger
409539	\$6812.14	McKesson

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

Adopted this  
10th day  
November, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula yes  
Don Regula

ABSENT  
John N. Bergman

Douglas A. Spencer yes  
Douglas A. Spencer

cc: County Auditor

**IN THE MATTER OF APPROVING A CONTRACTOR'S PAY REQUEST #3 FROM HUME SUPPLY, INC FOR 2016 CDBG AUGLAIZE ACRES NEW ELEVATOR PROJECT, USING PY 2015 CDBG ALLOCATION PROGRAM FUNDING AND RLF FUNDS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2016.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on June 2, 2016, Resolution #16-213, the Board of County Commissioners awarded the bid for the 2016 CDBG Auglaize Acres New Elevator Project using P.Y. 2015 CDBG Allocation Program and RLF Funds to Hume Supply, Inc. at the cost of \$434,700.00; and,

**WHEREAS**, the Board of County Commissioners has now been presented with a Contractor's Pay Request #3 in the amount of \$103,803.94 with a retainage of \$5,937.60 from Hume Supply, Inc. through Garmann/Miller Architects-Engineers.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #3 in the amount of \$103,803.94 with a retainage of \$5,937.60 using the RLF funds of \$103,803.94 and does authorize the execution by the President of the Board of County Commissioners for said Contractor's Partial Pay #3 and through Garmann/Miller Architects Engineers.

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

Adopted this  
10th day of  
November, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula , yes  
Don Regula

ABSENT  
John N. Bergman

Douglas A. Spencer , Yes  
Douglas A. Spencer

- cc: Poggemeyer Design Group – Gayle Flaczynski
- ✓ Hume Supply, Inc.
- ✓ Auglaize Acres – Kim Sudhoff

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR THE ADMINISTRATIVE SERVICES FOR THE PY 2016 CDBG ALLOCATION PROGRAM.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2016.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners wishes to contract with Poggemeyer Design Group, Inc. for the provision of administrative services for the PY 2016 Community Development Block Grant (CDBG) Allocation Program; and,

**WHEREAS**, the fees for the CDBG Allocation administration basic services are not to exceed a lump sum of \$17,000.00 and are broken down as follows:

Grant Application -	Not to exceed \$ 7,000.00
Environmental Review Record -	Not to exceed \$ 5,000.00
Technical Assistance -	Not to exceed \$ 5,000.00;

and,

**WHEREAS**, Poggemeyer Design Group Inc. has prepared a contract for the Board's review and execution; and,

**WHEREAS**, the Board of County Commissioners has reviewed said contract and has found them to be satisfactory.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for administrative services of Poggemeyer Design Group, Inc. for assistance in the application for PY 2016 CDBG Grant at the terms so specified in said contract; and,

**BE IT FURTHER RESOLVED** that said Board authorizes the President of the Board, Don Regula, to execute said contract.

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

Adopted this  
10th day of  
November, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula yes  
Don Regula

ABSENT  
John N. Bergman

Douglas A. Spencer yes  
Douglas A. Spencer

cc: Poggemeyer Design Group, Inc.  
County Administrator

October 31, 2016

RECEIVED

NOV - 3 2016

Board of County Commissioners  
Auglaize County, Ohio

Ms. Erica Preston, County Administrator  
Auglaize County Board of Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, Ohio 45895-0330

Re: Auglaize County - FY2016 CDBG Community Development Program  
Allocation Program Administrative Services Contract  
PDG Job # 3510-082

Dear Ms. Preston:

Pursuant to the FY2016 CDBG Community Development Program RFQ/RFP, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for execution. PDG proposes to provide professional planning services to assist Auglaize County with administrative services for the FY2016 Community Development Block Grant (CDBG) Allocation Program (hereinafter referred to as the "project").

If there are any other project requirements beyond those normally related to the State of Ohio CDBG program, the County shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. The fee listed below shall be renegotiated in that instance. In addition, the County will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of the following major items:

1. **Grant Application. Not to exceed \$7,000.00.** Specified costs associated with the preparation and submittal of the grant application to the Ohio Development Services Agency (ODSA), to include:
  - a. Assisting staff with scheduling, advertising, and convening all required public hearings. (Community is responsible for publication costs.)
  - b. Assisting staff with soliciting funding proposals from county departments, agencies, community non-profit organizations, and other eligible entities.
  - c. Assisting county staff with determining eligibility of projects and proposals, including overseeing CDBG income surveys.
  - d. Properly preparing the required Fair Housing Program table as required by ODSA, including outreach and training sites.
  - e. Preparation of the required Community Development Implementation Strategy (CDIS).

Ms. Erica Preston  
October 31, 2016  
Page 2

- f. Properly completing all required application forms and exhibits and providing revisions to the application as needed or requested by ODSA.
  - g. Providing and delivering the appropriate number of copies of the application to ODSA and the County in the appropriate format by the required due date.
2. **Environmental Review Record. Not to exceed \$5,000.00.** Specified costs associated with the timely completion of the environmental review process, to include:
- a. Coordination with the Ohio Historic Preservation Office, the Ohio EPA, ODSA, and any other local/state/federal agencies as required by federal regulations.
  - b. Preparation of proper notices, reports, and certification forms to obtain the "Release of Funds" for all Allocation activities. (Community is responsible for publication costs.)
  - c. Proper preparation of the required Environmental Review Record (ERR), which includes data collection, narrative preparation, and mapping.
3. **Technical Assistance. Not to exceed \$5,000.00.** Specified costs associated with providing technical assistance to community staff and its grantees to assure program compliance throughout the grant year, to include:
- a. Assistance with review of Grant Agreement prior to execution.
  - b. Assisting staff with technical aspects of procurement of construction, materials/equipment, and planning projects in compliance with CDBG rules and regulations (e.g., acquisition/relocation, competitive quotes/bids, federal wage rates, preparation of bid documents, contractor/supplier eligibility verification, pre-construction conferences, federal labor compliance, invoice processing, etc.). (Community is responsible for publication costs.)
  - c. Assisting staff with preparation of program status reports and final performance report.
  - d. Assisting staff with set up and maintenance of program files.
  - e. Assisting staff with program close-out, including preparation for ODSA program monitoring conducted by ODSA State Field Representatives. Assisting staff with preparation of monitoring responses to ODSA, as needed.
  - f. Executing program amendments and/or extensions, if needed.
  - g. Providing guidance with general financial and program administration, CDBG construction management, CDBG materials/equipment procurement, as well as information regarding program and regulation changes.

Ms. Erica Preston  
October 31, 2016  
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The fee for providing these basic services is a lump sum fee not to exceed **\$17,000.00**, including reimbursables.

If work activities are required by the County or its grantees for implementation of the program which are not included in the basic services described above, these extra work activities will be called "additional services," and PDG will provide these based on its current hourly rate schedule. Before commencing these "additional services," PDG will provide a contract addendum for review by the County, with a new not to exceed lump sum fee. These "additional services" include, but are not limited to:

1. Grant amendments.
2. Grant extensions.
3. Additional public hearings for amendments.
4. Amending the Environmental Review Record resulting from amendments.
5. Additional coordination with the Ohio Historic Preservation Office and the National Advisory Council on Historic Preservation.
6. Additional monitoring reports resulting from grant extensions.
7. Additional step-by-step monitoring of grantee agencies/communities regarding CDBG Allocation policy and procedures.
8. Providing guidance and assistance to other architectural/engineering/planning firms retained by the community or its grantees regarding CDBG policies, procedures, and regulations.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges. PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified in the Grant Agreement for this fiscal year.

This letter contract, with Exhibits A (1 page) and B (1 page), represents the entire agreement between PDG and the County in respect to the project and may be modified only by written agreement of both parties and may be terminated by either party upon seven (7) days written notice to the other party. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copy of this letter contract in the space provided below and return the original to PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the County in writing.

Any inquiries regarding the CDBG Community Development Allocation Program may be directed to Mr. Paul Z. Tecpanecatl, AICP, Principal Owner. Please do not hesitate to contact

Ms. Erica Preston  
October 31, 2016  
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this office at 419-352-7537 if you have any questions. We look forward to working with you in the upcoming grant year.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.



Mike Atherine, PE  
Principal Owner



Paul Z. Tecpanecat, AICP  
Principal Owner

Attachments

Accepted this 10th day of November, 2016 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By:   
Don Regula

Title: President  
Auglaize County Board of Commissioners

## EXHIBIT A

### 1. **OWNER'S RESPONSIBILITIES**

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to PLANNER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects.

### 2. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by PLANNER or PLANNER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; toll telephone calls; reproduction of reports; pictures, and similar Project-related items.

### 3. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, PLANNER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

### 4. **SUCCESSORS AND ASSIGNS**

OWNER and PLANNER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and PLANNER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent PLANNER from employing such independent professional associates and consultants as PLANNER may deem appropriate to help in the performance of services hereunder.

### 5. **LIMITATION OF LIABILITY CLAUSE**

The PLANNER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.

**EXHIBIT B**

**1. CERTIFICATE OF OWNER'S ATTORNEY**

I, \_\_\_\_\_, the undersigned, duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: \_\_\_\_\_

Seal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, \_\_\_\_\_, Clerk/Auditor of \_\_\_\_\_ hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: \_\_\_\_\_

Seal:

Signed: \_\_\_\_\_

Title:

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE CONTRACT WITH  
POGGE MEYER DESIGN GROUP, INC. FOR THE FAIR HOUSING SERVICES FOR THE PY 2015 CDBG ALLOCATION  
PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2016.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners wishes to contract with Poggemeyer Design Group, Inc. for the provision of fair housing services for the PY 2016 Community Development Block Grant (CDBG) Allocation Program; and,

**WHEREAS**, the fees for the CDBG Allocation fair housing program services are not to exceed a lump sum of \$4,000.00; and,

**WHEREAS**, Poggemeyer Design Group Inc. has prepared a contract for the Board's review and execution; and,

**WHEREAS**, the Board of County Commissioners has reviewed said contract and has found them to be satisfactory.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for fair housing services of Poggemeyer Design Group, Inc. for assistance in the application for PY 2016 CDBG Grant at the terms so specified in said contract; and,

**BE IT FURTHER RESOLVED** that said Board authorizes the President of the Board, Don Regula, to execute said contract.

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

Adopted this  
10th day of  
November, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula  
Don Regula

ABSENT  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

cc: Poggemeyer Design Group, Inc.  
County Administrator

October 31, 2016

Ms. Erica Preston, County Administrator  
Auglaize County Board of Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, Ohio 45895

Re: Auglaize County PY2016 CDBG- Community Development Allocation Program-  
Fair Housing Services Contract  
PDG Job No.: 3510-083

Dear Ms. Preston:

Pursuant to the PY2016 CDBG Community Development Program RFQ/RFP, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for execution. PDG proposes to provide professional planning services to assist Auglaize County with fair housing program services for the PY2016 Community Development Block Grant (CDBG) Community Development Allocation Program (hereinafter referred to as the "project").

If there are any other project requirements beyond those normally related to the State of Ohio CDBG program, the County shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. The fee listed below shall be renegotiated in that instance. In addition, the County will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of the following items:

1. **Fair Housing Program.** Specified costs associated with the community's compliance with the Fair Housing Requirements as outlined in the PY16 CDBG Community Development Allocation Program Grant Agreement between the community and the Ohio Development Services Agency (ODSA), to include:
  - a. Coordination and preparation of appropriate documentation and performance of the required training sessions.
  - b. Coordination and preparation of appropriate documentation and performance of the required outreach activities.
  - c. Preparation of annual fair housing analysis update.
  - d. Assistance with fair housing complaint referral, processing, and coordination efforts with the appropriate regional office of the Ohio Civil Rights Commission, as needed.
  - e. Preparation of final report of fair housing efforts for grant year suitable for State Monitoring.

Ms. Erica Preston  
October 31, 2016  
Page 2

The fee for providing these basic fair housing services is a lump sum fee not to exceed **\$4,000.00**, including reimbursables.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges. PDG will begin work on the project upon receipt of this executed letter contract and will complete the PY16 CDBG Allocation Program Fair Housing services within the time frame specified in the Grant Agreement for this fiscal year (January 1, 2017 through December 31, 2017).

This letter contract, with Exhibits A (1 page) and B (1 page), represents the entire agreement between PDG and the County in respect to the project and may be modified only by written agreement of both parties and may be terminated by either party upon seven (7) days written notice to the other party. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copy of this letter contract in the space provided below and return the original to PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the County in writing.

Should you have any questions regarding this agreement, please do not hesitate to contact this office at 419-352-7537. We look forward to working with you in the upcoming grant year.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.



Paul Z. Tecpanecatl, AICP  
Principal Owner

Attachments

Accepted this 10th day of November, 2016 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By:   
Don Regula

Title: President  
Aglauize County Board of Commissioners

## EXHIBIT A

### 1. **OWNER'S RESPONSIBILITIES**

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to PLANNER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects.

### 2. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by PLANNER or PLANNER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; toll telephone calls; reproduction of reports; pictures, and similar Project-related items.

### 3. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, PLANNER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

### 4. **SUCCESSORS AND ASSIGNS**

OWNER and PLANNER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and PLANNER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent PLANNER from employing such independent professional associates and consultants as PLANNER may deem appropriate to help in the performance of services hereunder.

### 5. **LIMITATION OF LIABILITY CLAUSE**

The PLANNER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.

**EXHIBIT B**

**1. CERTIFICATE OF OWNER'S ATTORNEY**

I, \_\_\_\_\_, the undersigned, duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: \_\_\_\_\_

Seal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, \_\_\_\_\_, Clerk/Auditor of \_\_\_\_\_ hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: \_\_\_\_\_

Seal:

Signed: \_\_\_\_\_

Title:

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF A LICENSE RIGHT-OF-WAY AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES FOR THE SANDY BEACH AREA SEWER DISTRICT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2016.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, in resolution #92-093 dated February 4, 1992 the Board of County Commissioners authorized the execution of a license right-of-way agreement number: 001-002-006 with the State of Ohio for the Sandy Beach Area Sewer District ending November 30, 2016; and,

**WHEREAS**, it is necessary to continue the right-of-way (easement) across the property currently owned by the State of Ohio in reference to the Sandy Beach Area Sewer District; and,

**WHEREAS**, the Director of State of Ohio Department of Natural Resources, James Zehringer has provided the Board of County Commissioners with a license right-of-way agreement number: 22101408, an executed copy of which shall become a part of this Resolution; and,

**WHEREAS**, the fee for this license is \$1,250.00, comprising a \$1,000.00 License fee and a \$250.00 writing fee and other good and valuable consideration; and,

**WHEREAS**, the Board has reviewed this license and finds same to be in order.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the execution of a license right-of-way agreement with the State of Ohio for the Sandy Beach Area Sewer District; and,

**BE IT FURTHER RESOLVED** that the County Engineer be instructed to cause a warrant to be drawn upon the account of the Sandy Beach Area Sewer District in the amount of \$1,250.00 payable to the State of Ohio.

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

Adopted this  
10th day of  
November, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

ABSENT  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: County Engineer

STATE OF OHIO

DEPARTMENT OF NATURAL RESOURCES

PROJECT: Sanitary Sewer Line

COUNTY: Auglaize

AREA: Grand Lake St. Mary's State Park

NUMBER: 22101408

LICENSE

WHEREAS, the State of Ohio through the Department of Natural Resources, Division of Parks and Sanitary sewercraft, by authority of Section 1541.01 of the Revised Code of Ohio, has undertaken the administration, management and use of certain lands belonging to the State of Ohio; known as Grand Lake St. Mary's State Park; and

WHEREAS Auglaize County, its successors and assigns, desire to operate and maintain a sanitary sewer line upon, under, over, and across a portion of said State land located at Grand Lake St. Mary's State Park (the "Project"); and

WHEREAS, by and in accordance with the authority vested in the Director of the Department of Natural Resources under Section 1501.01 of the Revised Code of Ohio, the Director has determined that the operation and maintenance of said sanitary sewer line is in the public interest and deems the giving of this License advantageous to the State.

NOW, THEREFORE, this agreement for a right of way License ("License") is made and entered into between the State of Ohio, acting by and through the Director, Department of Natural Resources (the "State" or "ODNR"), and Auglaize County, whose address 1014 South Blackhoof Street, PO BOX 59, Wapakoneta, Ohio 45895 ("Licensee").

WITNESSETH: That ODNR for good and valuable consideration as specified under Item Two below and the covenants and agreements hereinafter contained does hereby give unto the Licensee a License for a right of way with the right, privilege and authority to operate and maintain a sanitary sewer line upon, under, over, and across ODNR owned property known as Grand Lake St. Marys State Park upon the following terms and conditions:

1. Location of Right of Way. The sanitary sewer line shall remain within the existing right of way as shown on the attached Exhibit A, which is made a part of this License. The portions of said State land affected by this License are situated in Auglaize County, Ohio.
2. Term and Consideration. The term of this License shall be for a period of twenty-five (25) years beginning on the date this License is signed by the Director and ending on December 31, 2041.

Consideration for this License shall be ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00), comprising a \$1,000 License fee and a \$250.00 writing fee and other good and valuable consideration.

3. Notice of Entry to ODNR. Prior to any maintenance under this License, the Ohio Department of Natural Resources, Division of Parks and Sanitary sewercraft, Park Manager, shall be given two (2) business days' notice.
4. Compliance with Laws. Licensee shall acquire all local, state and federal permits required for use of this License.
5. Taxes and Assessments. Licensee shall be solely responsible for the payment of all taxes and assessments levied as a result of its use of this License.
6. Liability. Licensee agrees to maintain and operate the sanitary sewer line in a good and responsible manner for the purpose for which it is intended. ODNR shall have no responsibility for the construction, maintenance or operation of the sanitary sewer line. Licensee shall occupy and use the property subject to this License at its own risk and expense and shall save ODNR, its officers, agents and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person resulting from Licensee's occupation and/or use of the licensed property.
7. Clearing Permitted. The Licensee may clear a temporary construction right-of-way of all trees, hedges and underbrush from the ground up, as shown by the "Limits of Construction" on the State approved construction plans of this License. This License shall also include any maintenance and repair of the right of way not to exceed 10 feet each way from the centerline of said sanitary sewer line. The clearing of the temporary right-of-way shall be the minimum necessary for the installation and repair of said sanitary sewer line. Immediately after construction, this area shall be restored, as near as possible, to the original condition. Brush, branches, and refuse arising from the Licensee's maintenance and use of said right-of-way shall be removed from the state property and disposed of or destroyed without delay. Herbicides or pesticides may only be used within the prescribed methods approved by ODNR Division of Parks and Recreation. Burning within the right-of-way or adjacent land shall be under the supervision of the Chief of the Division of Parks and Watercraft and in accordance with his instructions. The Licensee shall take all reasonable precautions to prevent and suppress all forest fires on the area covered by this License and agrees to comply with the forest fire laws of the State of Ohio.
8. Damage to the Property. Licensee shall pay ODNR for any damage to the property covered by this License, which may result from its use by the Licensee. Licensee shall fully repair all damage, other than ordinary wear and tear, to fences, roads and trails caused by the Licensee in the enjoyment of this License.
9. Change of Licensee's Address. In case of any change of address of its principal place of business, the Licensee shall immediately notify the Ohio Department of Natural Resources, Chief of Parks and Watercraft, 2045 Morse Road # C-4, Columbus, Ohio 43229, in writing.
10. Termination. This License may be terminated by ODNR upon the breach of any conditions contained herein by Licensee, or by giving written notice of cancellation to Licensee.
11. Relocation. Since the ownership of land by ODNR is exclusively for the purpose of providing services to the public, should the public interest ever require the use of the herein Licensed land for purposes which would render it either wholly or in part unserviceable for the herein Licensed use, then the Licensee shall move the conflicting portion or portions of the said sanitary sewer line

without cost to ODNR to a location which shall not interfere with public use, within six (6) months after notice in writing by ODNR of the necessity to do so.

12. No Warranty of Title. It is mutually understood and agreed that ODNR does not warrant the title to the lands upon which the aforesaid License is located, and the rights, privileges, and authority granted herein shall be subject to any easements, rights-of-way, mineral reservations or other rights upon, over, across, or under said lands now outstanding in third persons. It is further understood and agreed that this License shall in no manner limit the right of ODNR, its nominees and assigns, to grant additional rights-of-way of any kind whatsoever across and upon the lands affected by this License, so long as such additional rights-of-way shall not interfere with the rights and privileges herein granted to the Licensee. ODNR also retains to itself, its nominees or assigns, the right to use said lands for its own purposes, so long as such use does not interfere with the rights and privileges herein granted.
13. Nature of Interest. The Licensee understands that this License merely gives Licensee the right to occupy the right of way and that this License does not grant or convey to the Licensee any interest in the property.
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24. Headings. The headings in this License have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this License.

(Signatures begin on next page)

IN WITNESS WHEREOF, ODNR and the Licensee have caused this License to be executed by their duly authorized officers.

**LICENSEE**

**Auglaize County Commissioners**

By: Don Regula

*Print Name:* Don Regula, President  
Auglaize County Board of Commissioners

Date: November 10, 2016

(signatures continue on next page)

**STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_  
JAMES ZEHRINGER, Director

Date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
MICHAEL D. BAILEY, CHIEF  
Division of Parks and Watercraft

Date: \_\_\_\_\_

**APPROVED:**

Mike DeWine  
Ohio Attorney General

BY: \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

This document prepared by: Gerald E. Dailey, Assistant Attorney General

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

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2016.

Commissioner Spence moved the adoption of the following:

**RESOLUTION**

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

**General Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 1,500.00	001.0101.531000 (Professional Ser.)	001.0101.530800 (Advertising)
\$ 7,000.00	001.0402.530301 (Office Supplies)	001.0402.530500 (Contract Repairs)

**Felony Delq C & C (Youth Services) Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 50.00	018.0032.536700 (PERS)	018.0032.536400 (Workers Comp)

**Public Assistance Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 20,000.00	006.0008.536600 (Health Ins.)	006.0008.536400 (Workers Comp)

**Real Estate Assessment Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 5,000.00	014.0012.530604 (Contract Services)	014.0012.530800 (Advertising)

**Recorder Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 400.00	001.0602.536400 (Workers Comp)	001.0602.530700 (Travel)

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

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

Adopted this  
10th day of  
November, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

ABSENT  
John N. Bergman

Douglas A. Spence, yes  
Douglas A. Spence

- cc: ✓ County Auditor
- ✓ County Administrator
- ✓ Youth Services – Sally Imondi
- ✓ JFS Director – Mike Morrow
- ✓ Recorder – Chris Lambert