

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 15th of November, 2018.

RESOLUTION

cc: Auglaize County Airport Authority –
Brent Richter, President
ODOT – Office Aviation
Delta Airport Consultants, Inc.
Airport Manager

RECEIVED

NOV - 9 2018

Board of County Commissioners
Auglaize County, Ohio

GRANT CONTRACT

under

The Fiscal Year 2019 Ohio Airport Matching Grant Program

between the

Auglaize County Board of Commissioners

and

The Ohio Department of Transportation
Office of Aviation

ODOT Project Number
M19-42

FAA Project Number
3-39-0084-019-2018

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Grant Contract

ODOT Project No. M19-42

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Auglaize County Board of Commissioners

agree as follows:

ARTICLE I

DEFINITIONS

The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is eligible to receive federal funds under the AIP, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. M19-42

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Article II, Section 3 of the Contract.

Final Application: the final application of the Grantee provided in Chapter II, Application Procedure of the Criteria.

Grant Funds: program funds.

Grantee: The Anglaize County Board of Commissioners

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Article II, Section 3 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program.

Project: the project funded by the Contract which is identified as ODOT Project No. M19-42

Standard Assurances: the assurances enumerated in Eligibility Requirements of the Criteria.

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Article II, Section 3 of the Contract.

Total Project Cost: the total project cost as specified in Article II, Section 3 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended.

SECTION 2: SCOPE OF PROJECT

Improve Airport Drainage, Improve Terminal Building at the Neil Armstrong Airport

SECTION 3: FUNDING

- 3.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT.

- 3.2 The Project costs are as follows:

Total Project Cost:	\$666,070
Total Local Share:	\$33,304
Total Federal Share:	\$599,463
Total State Share:	\$33,304

- 3.3 ODOT agrees to provide Grant Funds to the Grantee 5 percent of the eligible costs, **up to a maximum of \$33,304 in State funds**. This maximum amount reflects the funding limit for the project, and ODOT will not increase the ODOT grant amount to reflect any change orders that might increase the FAA grant amount. Unless otherwise provided for, funds through ODOT shall be applied only to the eligible costs associated with the project funded by FAA Grant Number 3-39-0084-019-2018
- 3.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

- 3.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.
- 3.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.
- 3.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 Partial Pay Requests: Partial pay requests shall be submitted to ODOT at the same time that pay requests are submitted to FAA, and shall be in letter form (See Appendix C on the ODOT Grant Program Website at: www.dot.state.oh.us/Divisions/Operations/Aviation/Pages/Matching-Grant-Program.aspx) The following shall be included:
- a. A completed ODOT Pay Request Form (See Appendix D on the ODOT Grant Program Website)
 - b. A copy of the appropriate Invoice Summary submitted to FAA for the subject period.
- 4.2 Final Pay Request: The final pay request shall include the following:
- a. A letter from the Grantee requesting final payment
 - b. The Grant Closeout Letter sent by FAA to the Grantee
 - c. The Federal Form SF425, Federal Financial Report, submitted by Grantee to FAA as part of the project closeout process
- 4.3 Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

SECTION 5: PROJECT ADMINISTRATION

- 5.1 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

- 5.2 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.
- 5.3 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project. The Grantee shall also permit ODOT or any of its agents to inspect all project facilities and equipment.
- 5.4 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

SECTION 6: MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT PERFORMANCE

- 6.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.
- 6.2 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

SECTION 7: GENERAL PROVISIONS

- 7.1 The Grantee and all project contractors shall fully comply with all existing and future federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.

- 7.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.
- 7.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.
- 7.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.
- 7.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 7.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 7.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed

the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.

- 7.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 7.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.
- 7.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 7.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 7.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 7.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

- 7.14 The Grantee shall not assign or subcontract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 7.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
- 7.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION
- 7.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 7.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, sexual orientation, genetic information, national origin, age, or disability. Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 7.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Grantee's compliance with Title VI.
- 7.16.4 Compliance with Regulations: The Grantee will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 7.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of contractors and subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

7.16.6 Solicitations for Contractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Grantee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.

7.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

7.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FAA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancellation, termination, or suspension of the contract, in whole or in part.

7.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any contract or procurement as ODOT or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

7.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 20000 *et seq.*)

7.17 DRUG-FREE WORKPLACE

Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace. Grantee shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

7.18 ETHICS REQUIREMENTS

Grantee agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

7.19 OHIO ELECTION LAW

Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

7.20 GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

The Grantee affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Grantee agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes part of this Contract.

7.21 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

7.22 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within fifteen (15) working days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

7.23 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 3.2 is the Total Project Cost is the Total Project Cost.

8. EXECUTION

The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this

_____ day of _____, 20____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this _____ 15th _____ day of _____ November _____, 20 18 _____.

By:  _____
Douglas A. Spencer

Title: _____
President, Auglaize County Board of Commissioners

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, _____, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this _____ day of _____, 20____.

By: _____

Title: _____

County Commissioners Office
Auglaize County, Ohio
November 15, 2018

NO. 18-464

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

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

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

Check #	Amount	Vendor
429242	\$ 6,263.00	Midwest Electric
429246	\$ 113.68	Pantry Pride
429269	\$ 248.00	Auglaize County Sheriffs Dept
429320	\$ 622.35	Teresa Drexler
429339	\$ 270.00	New Beginnings Childcare
429339	\$ 241.00	New Beginnings Childcare
429346	\$ 144.89	Fresh Encounter, Inc.

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

Adopted this
15th day
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer

Don Regula
ABSENT
John N. Bergman

cc: County Auditor

IN THE MATTER OF APPROVING AND EXECUTING THE ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT BETWEEN AUGLAIZE HOLDINGS LLC AND 13093 INFIRMARY ROAD L.P. FOR THE AUGLAIZE ACRES FACILITY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, an Assignment and Assumption of Purchase and Sale Agreement (“Assignment”) was submitted to the Auglaize County Board of Commissioners between Auglaize Holdings LLC (“Assignor”) and 13093 Infirmary Road L.P. (“Assignee”) concerning the business and real property of the Auglaize Acres nursing home located at 13093 Infirmary Road, Wapakoneta, Auglaize County, Ohio (the “Facility”); and,

WHEREAS, Assignor, as purchaser, and County of Auglaize, Ohio, a county and political subdivision of the State of Ohio (“Seller”), as seller, are party to a Purchase and Sale Agreement, dated as of August 7, 2018, as amended by a First Amendment to Purchase and Sale Agreement dated September 25, 2018, a Second Amendment to Purchase and Sale Agreement dated October 26, 2018, and a Third Amendment to Purchase and Sale Agreement dated November 8, 2018 (collectively, the “Purchase Agreement”), for the purchase of the “Facility” and the real estate on which the Facility is located and all easements and rights appurtenant thereto (collectively, the “Real Estate”, and together with the Facility, the “Project”); and,

WHEREAS, the Assignor desire to assign to Assignee all of Assignor’s right, title and interest in and to the Purchase Agreement in accordance with the terms and conditions of the Assignment.

WHEREAS, the Board finds the Assignment and Assumption of Purchase and Sale Agreement to be in order.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and acknowledges the foregoing Assignment and Assumption of Purchase and Sale Agreement and any transaction documents related thereto and this agreement will become part of this resolution.

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, *Yes*
Douglas A. Spencer

Don Regula, *Yes*
Don Regula

ABSENT
John N. Bergman

cc: County Auditor
County Prosecutor
Auglaize Acres – Kim Sudhoff
Rolf Goffman Martin Lang LLP

ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this “*Assignment*”) is made effective as of November 15th, 2018 (the “*Effective Date*”), by and between AUGLAIZE HOLDINGS LLC, an Ohio limited liability company (“*Assignor*”) and 13093 INFIRMARY ROAD L.P., an Ohio limited partnership (“*Assignee*”).

RECITALS

A. Assignor, as purchaser, and County of Auglaize, Ohio, a county and political subdivision of the State of Ohio (“*Seller*”), as seller, are party to a Purchase and Sale Agreement, dated as of August 7, 2018, as amended by a First Amendment to Purchase and Sale Agreement dated September 25, 2018, a Second Amendment to Purchase and Sale Agreement dated October 26, 2018, and a Third Amendment to Purchase and Sale Agreement dated November 8, 2018 (collectively, the “*Purchase Agreement*”), for the purchase and sale of a skilled nursing facility located at 13093 Infirmary Road, Wapakoneta, Auglaize County, Ohio (the “*Facility*”) and the real estate on which the Facility is located and all easements and rights appurtenant thereto (collectively, the “*Real Estate*”, and together with the Facility, the “*Project*”).

B. Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the Purchase Agreement in accordance with the terms and conditions of this Assignment and the Purchase Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby convey, transfer, sell and assign to Assignee all of Assignor’s right, title and interest in and to the Purchase Agreement.
2. Acceptance. Assignee accepts the assignment of the Purchase Agreement and assumes Assignor’s obligations under the Purchase Agreement. Assignor acknowledges that nothing contained herein shall be deemed to waive or release Assignor from any of the obligations or liabilities of Assignor arising under or in connection with the Purchase Agreement, and, notwithstanding anything to the contrary contained herein, Assignor and Assignee shall remain jointly and severally liable and responsible at all times for all of the covenants, agreements, terms, provisions, and conditions of the Purchase Agreement on the part and on behalf of purchaser thereunder to be kept and performed.
3. Miscellaneous. This Assignment is binding and inures to the benefit of the parties hereto and their respective successors and assigns. All capitalized terms in the assignment shall have the meanings ascribed to them in the Purchase Agreement, unless specifically defined herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above set forth.

ASSIGNOR:

AUGLAIZE HOLDINGS LLC,
an Ohio limited liability company

By: _____
Elliott Jacobs
Its: Member

ASSIGNEE:

13093 INFIRMARY ROAD L.P.,
an Ohio limited partnership

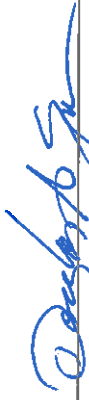
By: Auglaize Holdings LLC
an Ohio limited liability company
Its: General Partner

By: _____
Elliott Jacobs
Its: President

[Seller Signature Page Follows]

The undersigned Seller hereby acknowledges the foregoing Assignment and Assumption of Purchase Agreement this 15th day of November, 2018.

COUNTY OF AUGLAIZE, OHIO,
a county and political subdivision of the State of Ohio

By: 
Name: Douglas A. Spencer
Title: Commissioner

By: 
Name: Don Regula
Title: Commissioner

By: _____
Name: John Bergman
Title: Commissioner

IN THE MATTER OF APPROVING THE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE ADMINISTRATION AND IMPLEMENTATION OF PY 2018 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Ohio Development Services Agency (ODSA) Office of Community Development (OCD), provides financial assistance to local governments for the purpose of addressing local housing needs; and,

WHEREAS, the Auglaize County Board of County Commissioners has received a grant from the State of Ohio, Ohio Development Services Agency (ODSA) Office of Community Development (OCD) under the Small Cities Community Development Block Grant Community Housing Impact and Preservation Program (CHIP) for PY 2018; and,

WHEREAS, Poggemeyer Design Group, Inc. has submitted a letter contract to the Board for said firm to provide professional planning services to assist the County, for the maximum fee of \$96,600 (of which \$61,400 will derive from PY2018 Grant and \$35,200 from the County's HOME Housing Program Income) with the administration and implementation of its PY 2018 CHIP Grant; and,

WHEREAS, the Board of County Commissioners has reviewed the contract finding same to be in order and reasonable.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the letter contract for professional planning services of Poggemeyer Design Group, Inc. for the administration and implementation of the PY 2018 CHIP Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, Douglas A. Spencer, to execute said letter contract.

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT

John N. Bergman

cc: Poggemeyer Design Group, Inc.
✓ Clerk of the Board

November 7, 2018

RECEIVED

NOV 13 2018

**Board of County Commissioners
Auglaize County, Ohio**

Commissioner Douglas A. Spencer, President
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895-1972

Re: PY 2018 CHIP Administrative Contract

Dear Commissioner Spencer:

Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for your review and consideration. PDG proposes to provide professional planning services to assist the County with the administration and implementation (project soft costs) of its PY2018 CHIP Grant (hereinafter referred to as the "project").

The County shall be responsible for providing to PDG a detailed summary of the requirements for the project, including any special considerations or services needed.

Basic services provided under this contract will consist of administering and implementing the County's PY2018 CHIP Grant as outlined in the May 4, 2018 CHIP Grant Application and the subsequent executed grant agreement between the County and the State of Ohio's Office of Community Development (OCD). Specifically, PDG will provide CHIP technical assistance to County staff for the duration of the CHIP grant period with regard to federal program and OCD regulations. PDG will also be responsible for the following: preparation of the environmental review record documents; CHIP loan intake and processing functions; providing preliminary and full property inspections and related activities; performing, when applicable, lead-based paint risk assessments with related reports; coordinating property pest inspections; preparing in-house cost estimates; scheduling and convening contractor walk-throughs; preparing contractor invitations to bid; carrying out construction management, including preparation of change order(s) and payment request(s) documentation; performing lead clearances with related reports; preparing punch lists, obtaining contractor release of liens and warranties; handling fair housing outreach and training sessions; and assisting with the preparation of status/performance reports associated with the CHIP.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and/or the services which our firm will provide, please contact this office as soon as possible.

PDG would complete these services following execution of this grant agreement in the time frame required for the PY2018 CHIP Grant Period which is twenty-eight (28) months (from September 1, 2018 to December 31, 2020).

Our proposed fee for providing these basic services would be a time and expense fee based on PDG's current hourly rate schedule (enclosed as Exhibit C) with a maximum estimated fee of **\$96,600** including reimbursables (includes ODSA-required funds commitment for CHIP from HOME Housing Program Income; and additional HOME PI commitment for general administration).

Commissioner Douglas A. Spencer
November 7, 2018
Page 2

The breakdown of estimated costs are listed below:

	<u>CHIP</u>	<u>CHIP & HOME PI</u>
• Private Rehabilitation/soft costs (6 units)		\$34,200
• Home Repair/soft costs (10 units)	\$20,000	
• General administration, coordination w/OHPO, Health Dept., other agencies, pest contractors, and walk-away costs for all CHIP activities		\$34,400
• Environmental Review Record Document	\$4,000	
• Fair Housing	\$4,000	

Should additional work activities be required that are not included in the basic services described above or if the County's CHIP Grant is extended beyond the December 31, 2020 date, PDG would be able to provide this additional work based on its current hourly rate schedule.

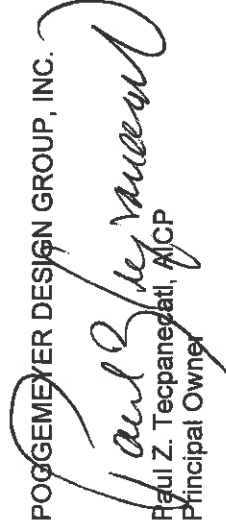
PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges. PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified above.

This letter contract, with Exhibits A (1 page), B (1 page), and C (1 page) represents the entire agreement between PDG and the County in respect to the project and may only be modified in writing after agreement by both parties. 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 until November 30, 2018, unless adjusted by PDG or the County in writing.

If there are any questions, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.


Paul Z. Tecpanecatl, ACP
Principal Owner


Michael Athertine, P.E.
Senior Management Principal

Accepted this 15th day of November, 2018 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 

Title: President, Auglaize County Board of Commissioners

Telephone #: 419-739-6710

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 OWNERS 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, Janet Schuler, Clerk/Auditor of Angelaize County, 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 Angelaize County, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 11/13/18

Seal: _____

Signed: Janet Schuler

Title: Angelaize County Auditor

EXHIBIT C**2016-2018 HOURLY RATES – PROFESSIONAL SERVICES**

Sr. Management Principal.....	\$137.00
Managing Principal.....	\$133.75
Principal Owner.....	\$131.75
Executive VP/Department Manager/Senior VP	\$129.75
Vice President.....	\$127.75
Sr. Project Manager.....	\$124.25
Project Manager.....	\$113.75
Project Engineer/Architect/Landscape Architect	\$111.50
Design Engineer/Architect/Intern.....	\$96.50
Engineer/Architect Intern.....	\$84.50
Sr. Designer.....	\$109.75
Design Technician.....	\$99.50
Sr. CAD Technician.....	\$65.50
CAD Technician.....	\$48.50
Sr. Interior Designer.....	\$87.50
Interior Designer.....	\$69.50
Project Developer.....	\$109.50
Project Administrator.....	\$97.50
Project Coordinator.....	\$107.50
Environmental Planning Administrator.....	\$88.50
Project Integrator.....	\$105.50
Project Administration Assistant.....	\$72.50
Housing Administration.....	\$99.50
Housing Specialist.....	\$79.50
Housing Specialist Assistant.....	\$48.75
Housing Inspector.....	\$69.50
Community Development Specialist.....	\$67.75
IT Manager.....	\$87.50
Administrative Support Specialist.....	\$54.75
Administrative Assistant.....	\$56.75
Graphic Design.....	\$78.50
Professional Surveyor.....	\$105.75
Crew Leader.....	\$100.25
Survey Crew w/Robotics.....	\$118.50
Instrument Person.....	\$88.50
Sr. Project Observer.....	\$69.50
Project Observer.....	\$59.50
General Assistant.....	\$39.50
Sr. Intern.....	\$43.75
College Intern.....	\$29.50

Mileage @ \$0.44 per mile

NOTE:

- Reimbursable expenses including Irons, stakes, lath, phone, printing, photos and miscellaneous. Subcontracts are at actual cost. No minimum charges applicable.
- These hourly rates shall be adjusted annually in February of each year through the course of the contract.
- Includes CADD equipment.

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY SHERIFF.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2018, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2018 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the (919) Sex Offender Registry Fund by \$100.00; and,

WHEREAS, Auglaize County Sheriff Solomon requested that the Board amend the 2018 Annual Appropriation to reflect the following increase:

Increase – 919.0919.531000 (Sex Offender Registry) by \$100.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2018 Annual Appropriation Resolution be amended to show the change as tabulated above.

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula

ABSENT
John N. Bergman

cc: County Auditor
✓ County Administrator
✓ Sheriff

NO. 595.00

Commissioner Regula moved the adoption of the following:

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

<u>Felony Delq C & C (Youth Services):</u>	
Amount:	From:
\$ 12,823.17	018.0032.53100 (Work Project)
	To:
	018.0032.530600 (Contract Services)

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

Robert Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT
John N. Bergman

Youth Services – Sally Imondi

IN THE MATTER OF AUTHORIZING THE COMPENSATION FOR THE AIRPORT MANAGER, TED BERGSTROM, TO COMP TIME ACCURAL FOR HOURS WORKED THAT EXCEEDS FORTY (40) HOURS PER WEEK FOR OPERATION OF THE NEIL ARMSTRONG AIRPORT THROUGH JANUARY 1ST, 2019 THROUGH MARCH 31, 2019.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th of October, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

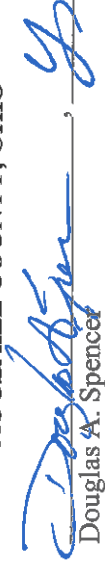
WHEREAS, Ted Bergstrom, employed by Auglaize County as the Airport Manager for the Neil Armstrong Airport, and, **WHEREAS**, the Airport Manager has requested to allow him to earn comp time for the hours that exceed forty (40) hours per week during the dates of January 1st, 2019 – March 31, 2019 for the operation of the Neil Armstrong Airport.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby authorize the compensation of Ted Bergstrom to earn comp time for the hours that exceed forty (40) hours per week during the dates of January 1st, 2019 – March 31, 2019.

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula

ABSENT
John N. Bergman

cc: Airport Manager
✓ County Auditor
✓ Airport Authority

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County was presented a client authorization form to bind coverage for cyber liability insurance and a cyber insurance renewal application with Arthur J. Gallagher Risk Management Services, Inc.; and,

WHEREAS, this policy period will become effective on 12/01/2018 and remain in effect until 12/01/2019; and,

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has submitted the renewal application to the Board for its approval and execution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the cyber liability insurance and cyber insurance state of fact with Arthur J. Gallagher Risk Management Services, Inc. and does authorize Douglas A. Spencer, President of the Board, to execute said documents.

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer

Don Regula yes

ABSENT

John N. Bergman

cc: Arthur Gallagher – Kevin Fink

County Commissioners Office
Auglaize County, Ohio
November 15, 2018

NO. 18-471

IN THE MATTER OF APPROVING THE INCREASE OF THE PER GALLON MAINTENANCE FEE TO \$0.10 FOR ALL DEPARTMENTS UTILIZING THE COUNTY ENGINEER'S FUEL SYSTEM THROUGH JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on December 12, 2013 in Resolution #13-563 the Board of County Commissioners did approve the County Engineer Doug Reinhart's request that a \$0.15 maintenance fee be added to the monthly gasoline usage reports starting September 20, 2013 for all departments that utilize the County Engineer's fuel system; and;

WHEREAS, the Board adjust the per gallon maintenance fee from time to time based on the maintenance needs of the fuel system and the recommendation of the County Engineer; and,

WHEREAS, the County Engineer has provided a report of fuel usage by each department, fund status and itemized payments for fuel and repairs along with a cost estimate of anticipated needs to the Board of County Commissioners of Auglaize County, Ohio during the annual budget process to determine the next year's maintenance fee; and,

WHEREAS, during the budget process the maintenance fee for 2019 was discussed with the recommendation that the current maintenance fee of \$0.05 per gallon be increased to a rate of \$0.10 per gallon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the increase of the per gallon maintenance fee to \$0.10 per gallon for departments utilizing the County Engineer's fuel system for 2019.

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT
John N. Bergman

cc: County Engineer
County Auditor
Affected Entities

**IN THE MATTER OF AUTHORIZING THE APPROVAL OF THE QUOTE FOR THE REDESIGN OF THE
AUGLAIZE COUNTY WEBSITE FROM MIDNET MEDIA.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of
November, 2018.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, Erica Preston, County Administrator, presented the Board of County Commissioners with the quote from
Midnet Media for the redesign of the Auglaize County's website; and,

WHEREAS, the cost includes for 160 to 180 hours @ \$87.50 per hour for the total cost range from \$14,000.00 -
\$15,750.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize
the quote from Midnet Media for the cost not to exceed \$15,750.00 and payment for the redesign project for the
Auglaize County's website will be encumbered from the PI Fund (041).

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer,
Douglas A. Spencer

Don Regula,
Don Regula

ABSENT

John N. Bergman

cc: IT Manager – Cameron Ruppert
/ Midnet Media

IN THE MATTER OF APPROVING AND EXECUTING THE AGREEMENT FOR PURCHASE OF POWER BETWEEN MIDWEST ELECTRIC, INC AND COUNTY OF AUGLAIZE, OHIO FOR THE AUGLAIZE COUNTY SOLID WASTE FACILITY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Solid Waste Facility is in need to three phase electrical service to support operations at its location at 15502 St. Marys River Road, St. Marys, Ohio 45885 ("Location"); and

WHEREAS, an Agreement for Purchase of Power was submitted to the Auglaize County Board of Commissioners (the "Consumer") with Midwest Electric, Inc. ("Seller") concerning the business at the Location for such three phase services; and,

WHEREAS, the Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may need at said Location; and,

WHEREAS, the following payment will be made for agreement for purchase of power:

1. \$150.00 deposit or the estimated monthly average billing plus thirty (30%) percent, whichever is greater;
2. Payments are due by the 10th of the month following the issuance of the bill;
3. The Consumer agrees that the Rate Schedule as attached to this agreement is modified by Seller that the modified Rate Schedule shall become a part of this agreement;
4. Construction Cost Reimbursement will be the Member's share of construction cost of \$6,263.00 for the \$30,287.00 estimated project costs;
5. This agreement shall become effective on the date service is first delivered hereunder by the Seller to the Consumer, and shall remain in effect for a period of fifteen (15) years; and thereafter this agreement shall continue until terminated by either party giving to the other 12 months' notice in writing; and,

WHEREAS, the Board finds the Agreement for Purchase of Power to be in order.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the execution of the Agreement for Purchase of Power and any transaction documents related thereto and that this agreement for purchase power will become part of this resolution.

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT
John N. Bergman

cc: Midwest Electric, Inc.
Solid Waste District Coordinator

MIDWEST ELECTRIC, INC.
ST. MARYS, OHIO

AGREEMENT FOR PURCHASE OF POWER

AGREEMENT made November 14, 2018, between MIDWEST ELECTRIC, INC. (hereinafter called the "Seller"), and Auglaize County Solid Waste Management District, St. Marys Ohio, (hereinafter called the "Consumer"), a corporation.

WITNESSETH:

The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may need at **Location** 4527-022 up to 300 KVA, upon the following terms:

1. Service Characteristics

Service hereunder shall be alternating current, three phase, sixty cycles, 277/480 volts.

2. Payment

- a. Initial service shall not be provided, except for accommodation purposes, until a deposit is made to Midwest by non-residential, commercial and industrial users requesting service in the amount of the estimated monthly average billing plus thirty (30%) percent, or \$150, whichever is greater, within thirty (30) days after initial service has been granted. Midwest Electric reserves the right to waive this deposit depending on a credit check or letter of credit (described below). Said deposit shall be retained by the Cooperative and applied to the final amount due when service is terminated or disconnected. After an initial 12-month period and during such time as the deposit is retained by the Cooperative, the Cooperative shall add to the deposited amount a sum equal to three (3%) percent per annum of the existing deposited amount. Any amount in the account in excess of the amount due for electrical service at the time of termination or disconnect shall be returned to the customer within a reasonable time. In lieu of said deposit, the non-residential, commercial and industrial user requesting service may provide a non-cash deposit in the form of an irrevocable letter of credit equal to the required security deposit in a bank with office in the State of Ohio.
- b. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions as set forth from time to time by Seller on the Rate Schedule for the service characteristics of Consumer. The current Rate Schedule for the service characteristics of the Consumer is attached hereto as Exhibit A. The Rate Schedule may be amended from time to time under paragraph d hereunder.

- c. Payment of bills for service hereunder shall be received at the office of the Seller in St. Marys, OH, by the 10th of the month following the issuance of the bill. A late charge of six (6) percent will be added if payment is not received by the due date.
- d. The Consumer agrees that if, at any time, the Rate Schedule as attached to this agreement is modified by Seller in such a manner to effect all Consumers receiving service under terms of said Rate Schedule, the modified Rate Schedule shall become a part of this agreement.

3. Construction Cost Reimbursement

In accordance with the policy of the Seller, and for and in consideration of the sum of \$6,263.00 to be paid by Consumer to Seller as hereinafter set forth as Consumer's non-refundable contribution-in-aid of construction ("Contribution"), Seller agrees to construct additional electrical distribution facilities sufficient to provide electric power and energy to Consumer's Site (the "Facilities").

If the Consumer's electric use is less than the construction cost allocation allowance determined by the Seller based upon the Consumer's estimates, or if Consumer discontinues electric service with the Seller for any reason, Consumer will be responsible for reimbursement of the cost of the Facilities installed by the Seller and for cost of retirement of the Facilities from the property. The reimbursement amount will be based on a 15-year proration of the Seller's construction costs. A copy of the construction cost worksheet is attached hereto as Exhibit B and made a part of this agreement.

4. Continuity of Service and Waiver of Consequential Damages

The Seller does not guarantee, but shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy. The Seller shall not be liable for damage or losses which the Consumer may sustain due to interruptions in service, variations in service characteristics, high or low voltage, the single phasing of three phase service, phase reversals, the use of electrical appliances or the presence of the Seller's property on the Consumer's premises whether such damages are caused by or involve any fault, failure or negligence of the Seller or otherwise, except such damages which are caused by the willful and wanton misconduct of the Seller. Notwithstanding anything to the contrary contained herein, the Seller shall not be liable for any consequential or incidental damages whatsoever and the Consumer waives any and all claims related thereto.

Seller makes no warranties whatsoever with regard to the provision of electric service and disclaims any and all warranties, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

5. Consumer's Electric Service Facilities.

Where Consumer owns, operates, and maintains Consumer's electric service facilities, including primary distribution line, transformers, services, capacitors, starter installation,

etc., beyond the primary metering point, Consumer shall have full responsibility for the repair, maintenance, and operation of those facilities. If assistance is provided by the Seller in repair, replacement, and/or maintenance of these referenced service facilities, the Consumer may be required to reimburse the Seller for the cost of materials provided and its current hourly rates for labor and equipment furnished.

6. Membership

The Consumer shall become a member of the Seller, and be bound by the provisions of the Articles of Incorporation and Code of Regulations of the Seller and by such rules, policies and regulations as may from time to time be adopted by the Seller. The Articles of Incorporation and Code of Regulations are available on the Seller's website or by contacting the Seller's office.

7. Term

This agreement shall become effective on the date service is first delivered hereunder by the Seller to the Consumer, and shall remain in effect for a period of **fifteen (15)** years; and thereafter this agreement shall continue until terminated by either party giving to the other 12 month's notice in writing.

8. Succession and Approval

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and permitted assigns of the respective parties hereto. In the case of an assignment, the assigning Party shall procure the proposed assignee to enter into an agreement with or for the benefit of the non-assigning Party under which the proposed assignee would agree to perform and observe all the obligations imposed on the assigning Party under this Agreement, subject to the written approval of the assignment by the non-assigning Party. If Consumer is the assigning party, approval of the assignment and the release of the assignor will depend upon the Seller's determination of the credit risk of the assignee. The assignment may be approved while retaining secondary liability for default in the assignor. This agreement shall not be binding upon the parties until approved by the Board of Directors or other authorized Officer(s) of each Corporation.

9. Grant of License:

Consumer hereby represents that it has possession of the premises and necessary authority as tenant under a written lease with the City of St. Marys, Ohio, and does hereby grant a license to the Seller for the Seller to enter the premises, install electric facilities, and furnish the services contemplated herein, and for all maintenance and safety-related purposes. Consumer further grants Seller a license to use the facilities installed on the premises to serve any other Members of the Seller or for such other purposes for the benefit of the Seller in its business of furnishing electric services to Members. If Seller is required by law or administrative action to abandon the use of this license, Consumer shall be liable for costs as agreed by the parties under Paragraph 3 above and the attached worksheet. Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at reasonable times for service related purposes for Consumer and other Members.

10. Force Majeure

If either Party is rendered unable, wholly or partly, by Force Majeure to carry out its obligations under this Agreement, it is agreed that, upon such Party giving notice of such Force Majeure by telephone, to be confirmed in writing, to the other Party, the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of such inability, and no longer. Force Majeure shall include, but not be limited to: acts of God, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, hurricanes, floods, arrests and restraints of governments and people, actions, orders and/or rules of governmental or regulatory authorities, civil disturbances, inability to obtain rights of ways or easements or other permits needed, which are beyond the reasonable control of the Parties. Notwithstanding the foregoing, Consumer shall not be excused from and shall remain liable for all payments accrued hereunder and for the Consumer's obligation to pay for any abandonment of installed facilities according to Paragraph 3 above and the attached worksheet

11. Indemnity and Hold Harmless.

To the extent permitted by law, Consumer agrees to INDEMNIFY and HOLD HARMLESS Seller and Seller's directors, officers, employees, agents, and those acting in concert with Seller of and from any and all claims, demands, costs, damages, including attorney's fees and other cost of defense, losses, actions, causes of actions, or judgments which may, in any manner, directly or indirectly, result from or arise out or by reason of Consumer's use of electric service beyond the metering point at Consumer's Site or Consumer's operation of Consumer's Installation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first above written.

Witness:

MIDWEST ELECTRIC, INC.

Seller

President

Witness:


Consumer


By President

MIDWEST ELECTRIC, INC.

St. Marys, Ohio

NEW SERVICE - ELECTRIC REQUIREMENT WORKSHEET

NAME Auglaize County Solid Waste LOCATION No. 4527-022 PHONE No. _____
ADDRESS 15502 St. Marys River Rd DATE 11/18/2018
BUILDER _____

SQ. FT. OF LIVING SPACE ☐ 1200 ☐ 1500 ☐ 2000 ☐ 2500
TYPE OF HEAT ☐ RESISTANCE ☐ ELEC. FURNACE ☐ HEAT PUMP ☐ GEOTHERMAL
☐ GAS/LP/OIL ☐ DUAL FUEL
APPLIANCES ☐ ELEC. RANGE ☐ ELEC. W/HEATER ☐ ELEC. DRYER
☐ GAS RANGE ☐ GAS W/HEATER ☐ GAS DRYER

ANNUAL KWH AVERAGE CONSUMPTION	Option #1 - Electric	Option #2
RESISTANCE 1500 FT.- 13,500		
HEAT 2000 FT.- 18,000		
2500 FT.- 22,500		
HEAT		
HEAT PUMP 1500 FT.- 4,000		
OR 2000 FT.- 6,000		
GEOTHERMAL 2500 FT.- 8,000		
RANGE 1,000		
DRYER 1,200		
W.HEATER 5,800		
BASE LOAD 5,000		
REFRIG., FREEZER, LIGHTS		
PUMP, TV, MISC		
OTHER _____		
OTHER _____		
OTHER <u>Motor Load</u>	<u>400,400</u>	
TOTAL ESTIMATED LOAD	<u>400,400</u>	<u>1411.40 kwh</u>

WORK ORDER No. _____

INVOICE No. _____

COOP CONSTRUCTION ALLOWANCE

Option #1 Option #2

CONSTRUCTION COST Rebuild 1/2 mile 1Ø to 3Ø 17,585.
TRANSFORMER COST 3Ø WAD Primary 5964.
METERING 277/480 Volt-300 kVA Transformer 6838
SERVICE By: Other 0

TOTAL ESTIMATED COST

400,400 KWH TIMES .0040 MARGIN TIMES 15 YEARS 24,024

MEMBERS SHARE OF CONSTRUCTION COST

SALES TAX

MEMBERS TOTAL ESTIMATED COST (VALID FOR 12 MONTHS)

All excavation, secondary, Transformer pad, ground rod, by other

IF YOU INSTALL _____

\$ _____

THIS IS TO AUTHORIZE MIDWEST ELECTRIC INC. TO START THE REQUIRED CONSTRUCTION, AND I AGREE TO PAY THE ABOVE CHARGE PRIOR TO MY SERVICE CONNECTION. DURING THE FIRST FIVE (5) YEARS OF SERVICE, THE MEMBER MAY REQUEST THAT THE COOPERATIVE INVESTMENT ALLOWANCE BE RECOMPUTED SHOULD ANY ADDITIONAL PERMANENT ELECTRIC SERVICE SUBSEQUENTLY BE CONNECTED DIRECTLY TO THE FACILITIES FINANCED BY THE MEMBER.

Authorized by _____

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2018.

Commissioner Regula moved the adoption of the following

RESOLUTION

WHEREAS, Douglas Reinhart, County Engineer, submitted a letter and list to the Board of County Commissioners requesting that reimbursement of funds for the costs for providing all of the necessary labor, equipment, and materials which were performed on the maintenance ditches from December 2017 to November 2018. The reimbursement is from each respective ditch account for the work performed on these permanent maintenance ditches and the County Auditor be authorized to reimburse from each respective ditch account permanent maintenance ditch funds to the Engineer's MVGT Fund for work performed by Engineer's Dept., reimbursements as follows:

<u>DITCH NAME</u>	<u>DITCH MAINTENANCE ACCOUNT NUMBER</u>	<u>AMOUNT TO BE TO BE REIMBURSED</u>
Bailey	400	\$ 4,433.41
Barnes	401	512.10
Beeler #1	402	0.00
Blackhoof	403	4,152.68
Greve	404	0.00
Brackney	405	931.88
Grassley-Link	406	5,599.29
Moorman	407	0.00
Clear Creek	408	1,249.13
Cook	409	1,135.60
Craft #1	410	323.10
Crider	411	0.00
Dabbelt	412	1,399.48
Waterman	413	0.00
Doering	414	132.07
Doshe	415	284.74
Emerson	416	141.54
Frazier #1	417	195.41
Frazier #2	418	599.05
Grassley	419	235.74
Gutman #1	420	2,027.67
Haufhaus	421	324.29
Heidt	422	1,335.80
Heinrich	423	0.00
Hemmert	424	1,273.14
Howell	425	4,254.72
Hunt	426	990.56
Davis Joint	427	1,278.48
Grubbs	428	87.46
Kaiser	429	178.55
Kaufman	430	1,172.52
Klaus	431	0.00
Wamer	432	0.00
Hengstler	433	930.80
Klosterman	434	765.10
Lotridge #1	435	0.00
Lhamon	436	1,047.66
McName-Petersen Br	437	184.92
McName -Phillips Br	438	299.59
Metz	439	2,548.41
Moeller	440	107.27
Mosler	441	0.00
Place	442	377.80
Vornholt	443	91.84
Porter-Lateral	444	350.82
Potts	445	2,199.85
Pusheta	446	2,539.13
Ramga	447	777.40
Ramga-Seibert	448	110.21

Resolution – continued
Reimbursements for ditch maintenance – MVGT
November 15, 2018 – Page 2

Reichelderfer	449	1,430.93
Ritchie #1	450	1,093.60
Roediger #1	451	283.13
Rohrbaugh-Severt #1	452	4,211.92
St. Joe	453	4,033.87
St. Johns	454	0.00
Schwartz-Pohlman	455	0.00
Sellers #1	456	1,118.42
Shaffer	457	124.70
Aug. River Enhancement	458	41,901.90
Six Mile	459	1,290.96
Sprague	460	94.73
Spray	461	542.50
Swartz Jt. With Logan Co.	462	395.76
Thrush	463	2,756.02
Kantner	464	0.00
Wallace Fork #1	465	1,389.25
Waesche	466	1,289.49
Warman	467	6,094.64
Werner #1	468	206.07
Westbay	469	0.00
Wierwille	470	146.49
Wright #1	471	2,961.00
Wuebker	472	104.62
Young	473	0.00
Herbst	474	221.14
Blase	475	3,686.03
Fledderjohann	476	141.62
Sellers #2	477	337.93
Bush	478	122.20
Kaeck	479	88.41
McCune	480	82.26
Meyer #1	481	0.00
Miller	482	1,104.58
Gossard	483	0.00
Mallory	484	349.58
Clause	485	138.01
Geiger-Doseck	486	1,133.85
Muchinnippi	487	2,618.42
Schultz	488	138.62
Sim-Minnich	489	1,741.20
Swartz Joint (Van Wert County)	490	894.66
Ritchie #2	491	141.93
Thieman	492	0.00
Doorley	493	112.82
Huffman Run	494	101.53
Roediger #2	495	90.51
Henkener	496	264.99
Bashore	497	1,397.79
Haberkamp	498	139.07
Mile Creek	499	0.00
Pleasantview	695	0.00
Tim Place Group	696	0.00
Fisher #2	697	115.46
Blasé #2	698	2,283.66
East Shelby	699	1,676.59
Bauer	700	190.01
Foltz	701	636.22
Hague	702	0.00
Hecht	703	0.00
Hussey	704	414.67
Ritter	705	88.76
Virginia Creek	706	965.40
Werner #2	707	293.30
Wierth	708	884.65
Wright #2	709	1,251.21
Benzing #1	710	281.68
Craft #2	711	3,175.77
Crider	712	0.00
Crow	713	95.76
Todd	714	0.00

Tulley	715	1,751.74
Wissman	716	2,566.74
Taylor	717	0.00
Fisher	718	233.90
Trotter	719	94.90
Spangler	720	123.86
Clover	721	311.86
Opperman	722	0.00
Schneider	723	138.78
Akers	724	9,364.87
Holthaus	725	0.00
Werling	726	0.00
Gutman #2	727	0.00
Wallace Fork #2	728	653.33
Waynesfield	729	197.77
Miami-Erie Canal	730	550.18
Gray-Harrod	731	3,138.15
Krites	732	0.00
Pond View Estates	733	0.00
Rohrbaugh-Severt #2	734	0.00
Knapke	735	98.08
Egley	736	420.85
Eisert	737	364.59
Neeley	738	153.20
Beener	739	0.00
Doseck #2	740	664.82
Price	741	130.65
Eisley	742	125.53
Allman	743	93.15
Elsass	744	244.33
Comus	745	0.00
Limbert	746	0.00
Santomieri	747	105.04
Bergman-Werner	748	384.91
Owl Creek	749	110.64
Kuest	750	0.00
Rogers	751	0.00
Vondenhuevel	752	95.45
Kellermeyer	753	104.95
Meyers #2	754	0.00
Cogan	755	640.10
Evans	756	0.00
Schaub	757	0.00
Spencer-Gray	758	0.00
Rohrbaugh-Severt #3	759	0.00
Haberkamp-Jett	760	99.26
Springer-Simms	761	0.00
Huffman Run #2	762	1,393.02
Wiesenmayer	763	7,624.56
Spencer-Brown	764	0.00
Kerr	765	6,744.39
Heidt #2	766	0.00
Wilderness Trails	767	0.00
Beeler #2	768	0.00
Ruck	769	0.00
Schaub-Helminger	770	119.38
Fledderjohann-Heidt	771	0.00
Imwalle-Lhamon	772	0.00
Prairie Creek	773	1,778.30
Huenke	774	104.18
Bush	775	0.00
Kilger	776	211.76
Heintz	777	0.00
Buck	778	0.00
Kemmann	779	0.00
Rapp-Kill	780	0.00
Berg-Bauer	781	492.51
Cisco	782	447.48
Shipp	783	0.00
Wissman #2	784	0.00

Dry Run	785	114.22
Hauss	786	0.00
Brewer	787	0.00
Sudman	788	219.96
Moeller #2	789	30.00
Kohler #1	790	97.49
Kohler #2	791	122.43
Kohler #3	792	157.87
Egley #2	793	276.96
Steineman	794	0.00
Copeland	795	196.20
Benzing #2	796	0.00
Scholl	797	0.00
Bills	798	0.00
St. Marys River	799	33,030.00
Winners	800	0.00
Kaiser #2	801	0.00
Spray #2	802	0.00
Blew	803	1,220.84
Smith	804	129.40
Cook #2	805	231.48
Vogel	806	0.00
King	807	239.33
Kelly	808	0.00
Warman #2	809	0.00
Danaher	810	0.00
Parker	811	0.00
Knueve	812	0.00
South Ridge Subdivision Pond	813	157.11
Summerchase	814	86.28
Werst	815	0.00
Sellers #3	816	0.00
Lotridge	817	111.47
Musser	818	0.00
Allman #2	819	0.00
Schlegelmilch	820	0.00
Downey	821	92.71
Grubbs #2	822	0.00
Reichelderfer #2	823	0.00
Oakwood Drive	824	0.00
Wilker	825	0.00
Sommer	826	0.00
Nielsen	827	156.62
Henschen	828	119.37
Shaw	829	0.00
Barnt	830	0.00
Arnold	831	103.65
IOOF Ditch	832	0.00
Ramga #2	833	0.00
Annesser	834	0.00
Waynesfield NE Sewer	835	0.00
Huenke #2	836	0.00
Schearer No. 3	837	802.22
Stoner	838	193.49
Zink	839	422.53
Simms Run	840	714.61
Spencer	841	107.76
Cartwright	842	0.00
Luedeke	843	100.99
Easterly	844	0.00
McKee	845	0.00
Helmstetter	846	0.00
Burr Oak	847	699.44
Kellermeyer No. 2	848	0.00
Doenges	849	0.00
Barrington	850	0.00
Fritz	851	15.00
Spencer #2	852	119.04
Kuenstle	853	0.00
Freeman	854	0.00
Kettler	855	99.80
Muddy Creek	856	967.00

Resolution – continued
Reimbursements for ditch maintenance – MVGT
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Bryant	857	0.00
Bennett	858	134.07
Miami & Erie Canal	859	0.00
Moulton	860	191.99
Barnes #2	861	0.00
Mack	862	84.40
Jacob	863	62.11
Warman #3	864	0.00
Harruff	865	0.00
Newland	866	126.55
Lowry	867	0.00
Crow #2	868	0.00
Prairie Creek #2	869	111.53
Headapohl	870	0.00
Highlawn	871	747.70
Vertner	872	0.00
Evans #2	873	0.00
Koch	874	0.00
Gutman #3	875	0.00
Klosterman	876	0.00
Boley	877	0.00
Clause #2	878	0.00
Huebner	879	527.00
Campbell	880	0.00
Kaeck #2	881	0.00
Mackenbaugh	882	0.00
Wheeler	883	0.00
Dearbaugh	884	148.50
Rapp #3	885	0.00
Gibson	886	0.00
Cummins	887	0.00
Kruse	888	0.00
Wallace Fork #3	889	0.00
Ellerman	890	0.00
Adams	891	2,758.13
Meier	892	114.68
Culliton	893	1,175.89
Kaiser #3	894	112.52
Doenges	895	601.48
Northtown	896	0.00
Doorley #2	897	0.00
Clover Ridge Pond	898	0.00
Ritter #2	899	0.00
Total		\$235,358.53

From: Maintenance Accounts as listed above

Amount: \$235,358.53

To: 002-0500-400100 (K6 Reimbursements)

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

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: County Auditor
County Engineer

ABSENT
John N. Bergman

IN THE MATTER OF AUTHORIZING A CONTRIBUTION TO THE BUSINESS ENTERPRISE CENTER OF WRIGHT STATE UNIVERSITY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2018.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Wright State University has successfully provided, since 2003, a Business Enterprise Center which has given counseling to many Auglaize Countians and conducted training classes at the University Lake Campus for business owners over a variety of topics; and,

WHEREAS, the University is now conducting an annual campaign to continuously fund the counseling program and has requested the support of Auglaize County for its continued financial assistance in supporting the Center's counseling efforts for small businesses within the area; and,

WHEREAS, any contribution which Auglaize County would submit would be used for Auglaize County businesses only.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the contribution of \$1,500.00 to be presented to Wright State University for its Business Enterprise Center for counseling as mentioned above; and,

BE IT FURTHER RESOLVED that said Board authorizes the Clerk of the Board to proceed with the necessary steps to cause the payment of \$1,500.00, made payable to Wright State University, from the Economic Development Fund.

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

Adopted this
15th day of
November, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

ABSENT
John N. Bergman

✓ sec: Clerk of the Board
✓ Wright State University – Carol Jones