

County Commissioners Office
Auglaize County, Ohio
November 18, 2014

NO. 14-520

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 18th day of November, 2014.

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>
389207	\$ 100.00	CNA Surety
389207	\$ 230.00	CNA Surety
389243	\$ 266.00	RJ Burke Insurance Agency
389258	\$139,415.77	Shelly Co.
389269	\$57,399.00	Northwoods Consulting Partners
389281	\$ 4,092.57	City of Wapakoneta

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

Adopted this
18th day of
November, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: County Auditor

County Commissioners Office
Auglaize County, Ohio
November 18, 2014

No. 14-521

IN THE MATTER OF DECLARING RESOLUTION #14-519 NULL AND VOID AS REQUESTED BY THE COUNTY ADMINISTRATOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on November 13, 2014, in Resolution #14-519, the Board of County Commissioners approved the amendment two (2) to the base agreement with Delta Airport Consultants, Inc.; and,

WHEREAS, the County Administrator has informed the Board of County Commissioners that the local match was incorrect and should be declared null and void.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby, at the request and direction of the County Administrator, declare the following Resolution null and void: **Resolution #14-519 Matter of authorizing engineering amendment two (2) to the base agreement with Delta Airport Consultants, Inc. for engineering services at Neil Armstrong Airport for updating the airport layout plan Exhibit "A" property map; authorizing the local match for this amendment.**

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

Adopted this
18th day of
November, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: ✓ Delta Airport Consultants, Inc. – Steve Potoczak
✓ Airport Authority – Todd Kitzmiller
✓ Airport Manager – Matthew Bailey
✓ FAA

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION PROGRAM GRANT AGREEMENT FOR FISCAL YEAR 2014.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2014.

Commissioner Spencer moved the adoption of the following:
RESOLUTION

WHEREAS, the Board of County Commissioners adopted Resolution No. #14-258 on May 15, 2014, authorizing the submittal of a grant application to the Ohio Department Services Agency, in the amount of \$97,000 in Community Development Block Grant (CDBG) Community Development Allocation funds; and,

WHEREAS, the Board has received notice from the Ohio Department Services Agency that its funding request has been approved for the following projects:

City of St. Marys, Kuck's Kove Park	\$29,000.00
City of Wapakoneta, Sidewalk Improvement	\$29,000.00
Village of Cridersville, Tower Park Improvement	\$19,600.00
Administration	\$15,400.00
Fair Housing Program	\$4,000.00

and,

WHEREAS, the Ohio Department Services Agency has provided the Board with the grant agreement for the execution by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board, John N. Bergman, to execute the County's Small Cities Community Development Block Grant Allocation Program Grant Agreement for F.Y. 2014.

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

Adopted this
18th day of
November, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman yes

Douglas A. Spencer
Douglas A. Spencer yes

Don Regula
Don Regula yes

Attachment

- Cc: Ohio Department Services Agency
- Poggemeyer Design Group – Gayle Flaczynski
- City of St. Marys
- City of Wapakoneta
- Village of Cridersville

STATE OF OHIO
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY DEVELOPMENT GRANT PROGRAM
CFDA No. 14.228

GRANT AGREEMENT

F.T.I. Number: 346400073

Grant Number: B-F-14-1AF-1

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and Auglaize County Commissioners, located at 209 S. Blackhoof Street, Room 201, Wapakoneta, OH 45896-1972, (the "Grantee"), for the period beginning September 1, 2014 and ending February 29, 2016 (the "Grant Period").

BACKGROUND INFORMATION

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.
- B. Grantor, through its Division of Community Services, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.
- C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of \$97,000.00 ("Grant Funds"), for the sole and express purpose of providing for the performance of the Community Development Grant Program, and undertaking the Project(s) as listed in Attachment A, "Scope of Work," which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be compiled with in full.
2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
3. **Use of Grant Funds.** Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.
4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with Grant Funds except during the Grant Period.
5. **Payment of Grant Funds.** Payment to Grantee of Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report," as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: http://development.ohio.gov/cs/cs_fiscalforms.htm.

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in Attachments D and E, which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least five years from the final close out of Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** The Grant Funds shall be audited according to the requirements of the Office of Management and Budget (OMB) Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition:

a. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to Grantor's Audit Office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OCD-awarded grant.
- v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to Grantor's Audit Office.

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations. The Supplement is published annually by OMB as is made available at http://www.whitehouse.gov/omb/financial_fin_single_audit.

d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

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

13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

15. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

16. Certification of Grant Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

17. Termination.

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

1. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
2. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
3. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
4. Cancellation of the grant of funds from HUD.

b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

18. Effects of Termination. Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

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

20. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

21. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

22. Adherence to State and Federal Laws, Regulations.

- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.
23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.43(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.
25. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
26. **Miscellaneous.**
- a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.
- c. **Entire Agreement.** Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.
- d. **Severability.** Whenever possible, each provision of Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

2. In the case of Grantee, to:

Auglaize County Commissioners
209 S. Blackhoof Street, Room 201
Wapakoneta, OH 45895-1972
Attn: John Bergman, President

- f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings.** Section headings contained in Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.
- i. Assignment.** Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:

Auglaize County Commissioners

John Bergman, President

By: John N. Bergman

Printed Name: John N. Bergman

Title: President

Auglaize County Board of Commissioners

Date: November 18, 2014

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: _____

Printed Name: _____

Title: _____

Date: _____

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT A

SCOPE OF WORK AND BUDGET

I. GENERAL DATA

Grantee : Auglaize County Commissioners Grant Number : B-F-14-1AF-1
Vendor I.D.No : 104153 Total Grant Award : \$ 97,000
Administrative Agency : Auglaize County Commissioners
Community CEO : John Bergman Administrative Contact : Esther Leffel
CEO Title : President Title : Utility Clerk
Address : 209 S Blackhoof St Address : 209 S Blackhoof St
Wapakoneta, OH 45895 Wapakoneta, OH 45895
Phone Number : (419) 739-6710 Contact Phone Number : (419) 739-6710
Fax Number : Contact Fax Number :
County : Auglaize % of Grant for Admin/FH : 20.00 %
Field Area / Rep : Joshua Roth % of Project \$ - LMI Benefit : 100.00 %
% of Project \$ - Public Serv : 0.00 %
Ohio House Dist/Rep : 82 - Tony Burkley Senate District : 1 - Cliff Hite
84 - Jim Buchy 12 - Keith Faber

II. PROJECT DESCRIPTION

Auglaize County will complete three projects with its PY 2014 Community Development Allocation Program funds. City of St. Marys - Parks and Recreation Facilities: Auglaize County will install a playground structure safety pad, at Kuck's Kove Park. City of Wapakoneta – Sidewalk Improvements: Auglaize County will install 2,500 linear feet of Curb along Gibbs Street. Village of Cridersville – Parks and Recreation Facilities: Auglaize County will replace the Tower Park shelter house and six (6) picnic tables.

COMMUNITY DEVELOPMENT PROGRAM
ATTACHMENT A

SCOPE OF WORK AND BUDGET

Grantee : Auglaize County Commissioners

Grant Number : B-F-14-1AF-1

III. LEVERAGED FUNDS

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Village of Cridersville	\$ 340	State and Local Funds	Grant	N/A	N/A
Village of Cridersville	\$ 3,000	State and Local Funds	In Kind		
City of St. Marys	\$ 20,812	State and Local Funds	Grant	N/A	N/A
City of Wapakoneta	\$ 22,900	State and Local Funds	Grant	N/A	N/A
Grant Funds	\$ 97,000				
Total	\$ 144,052				

IV. AWARDED PROGRAM BUDGET

Project Name	Activity	CDBG Allocation	Other Funds Amount - Source	Total Activity Cost	Activity Purpose
1-City of St. Marys Kuck's Kove Park	1-Parks & Rec. Facilities	\$ 29,000	\$ 20,812 City of S..	\$ 49,812	Public Facilities
2-City of Wapakoneta Sidewalk Imprv	1-Sidewalk Improvements	\$ 29,000	\$ 22,900 City of W..	\$ 51,900	Public Facilities
3-Vlg of Cridersville Tower Park Impr	1-Parks & Rec. Facilities	\$ 19,600	\$ 3,340 Multiple ..	\$ 22,940	Public Facilities
4-Admin / Fair Housing / Planning	1-General Admin	\$ 15,400	\$ 0	\$ 15,400	Administration
	2-Fair Housing Program	\$ 4,000	\$ 0	\$ 4,000	Fair Housing
	4-Admin / Fair Housing / Planning Subtotal	\$ 19,400	\$ 0	\$ 19,400	
Total Awarded		\$ 97,000	\$ 47,052	\$ 144,052	

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT A

SCOPE OF WORK AND BUDGET

Grantee : Auglaize County Commissioners

Grant Number : B-F-14-1AF-1

V. PROGRAM DATA

Project Name	Beneficiaries	LMI Percent	National Objective
1-City of St. Marys Kuck's Kove Park	1,086	54.79%	Area Wide Benefit (LMA)-Census
2-City of Wapakoneta Sidewalk Imprv	62	85.48%	Area Wide Benefit (LMA)-Survey
3-Vlg of Criddersville Tower Park Impr	1,765	52.80%	Area Wide Benefit (LMA)-Census
Total Beneficiaries	2,913		

VI. CDBG CENSUS TRACTS

Project Name	Census Tract Number	Benefitting	Block groups	Activity Qualified
1-City of St. Marys Kuck's Kove Park	0407.00	14.59 %	3	Census
2-City of Wapakoneta Sidewalk Imprv	0403.00	1.69 %	3	Survey
3-Vlg of Criddersville Tower Park Impr	0402.00	42.50 %	1 2 3	Census

VII. PROGRAM OUTCOMES

Project Name	Activity Name	Units	Outcomes
1-City of St. Marys Kuck's Kove Park	1-Parks & Rec. Facilities	1.00	Items of Equip. Installed/Repaired
2-City of Wapakoneta Sidewalk Imprv	1-Sidewalk Improvements	2,500.00	Linear Feet of Curbs
3-Vlg of Criddersville Tower Park Impr	1-Parks & Rec. Facilities	1.00	General Park Improvements
4-Admin / Fair Housing / Planning	2-Fair Housing Program	1.00	Standard Fair Housing Program

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within ten working days. Failure to do so may result in the cancellation of this Agreement.
2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by the Grantor.
3. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in Attachment A. In no case may an expenditure be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_occup.htm
 - b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_occup.htm
 - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
4. **Fair Housing Requirements.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving State Community Development Block Grant Program funds.

Grantee shall:

- a. appoint one local fair housing coordinator, who is an employee of the unit of local government and will generally be accessible Monday through Friday. A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. The name of local contact and consultant/agency, if applicable, along with addresses and phone numbers must be printed in all fair housing materials and reported to OCD.
- b. conduct or maintain an Analysis of Impediments to Fair Housing Choice (AI) to determine impediments to fair housing choice. The AI will present a clear analysis of the information collected; identify any changes needed to correct or overcome impediments identified in governmental policies, real estate and lending institutions, zoning restrictions, etc.; include a specific plan of action; and include a timeline or schedule for the resolution of the identified problems or impediments. Grantee will have an on-going process for identifying all fair housing concerns and problems and for analyzing the local efforts in mitigating or remedying problems. At a minimum, the analysis and action undertaken will be updated annually.
- c. establish and implement a process to receive fair housing complaints and forward the complaints to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), date of the referral, and any follow-up action.
- d. annually, each Grantee shall conduct training activities and provide education materials to residents of project/activity areas, or targeted protected populations, in which CDBG or HOME Investment Partnerships Program activities are planned to be undertaken. Additionally, each Grantee shall provide training and information to at least, three additional civic, social groups and/or schools in the community. Records will contain an agenda, sign-in sheet, minutes, a description of the audience, and any follow-up to occur for each training session.
- e. develop and distribute fair housing information and materials (posters, brochures, or materials) quarterly throughout the grant period to a minimum of ten public events, agencies or organizations (county fair, post office, employment services office, etc.). The telephone number (including a telephone number for use by the hearing impaired) of the local fair housing coordinator will be printed in this information or materials. A list of the places and distribution dates, and estimated quantities and types of material distributed shall be maintained. This includes the following:

- Distribute fair housing information to all housing activity applicants and program participants including tenant based rental assistance applicants/participants. Information must include information related to potential discriminatory actions related to lending, insurance, and real estate practices including abusive or unfair lending practices.
 - Provide owners of rental properties receiving assistance fair housing and tenant landlord training and/or information.
 - Homebuyer educational or counseling activities must include information related to potential discriminatory actions related to lending, insurance, and real estate practices including abusive or unfair lending practices.
- f. submit the Affirmative Fair Housing Marketing (AFHM) plans and affirmative marketing procedures for all CDBG- and HOME-assisted housing sale or rental projects containing five or more units to OCD Civil Rights Specialist. Grantees developing five or more units for sale or rental must submit an affirmative marketing plan for review.

5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with the OCD Program Income Policy, incorporated by reference herein.

6. **Project Completion Requirements.** All projects, as identified in Attachment A of this Agreement, must be completed, i.e., work finished, by December 31, 2015. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than December 31, 2015.

7. **Drawdown Requests.** All Request for Payment and Status of Funds Reports from Grantee for the Grant Funds under this Agreement must be received by Grantor by January 31, 2016.

8. **Closeout Requirements.**

a. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantor by February 29, 2016.

b. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.

9. **Job Documentation.** CDBG-funded activities that result in the creation or retention of jobs must obtain appropriate documentation from the assisted business(es) as follows: The business may utilize the Workforce Investment Act (WIA) Program to obtain a certification from that agency that a minimum of 51% of the jobs created were for persons of low- and moderate- income households.

If WIA is not utilized, the business must maintain the following data on each employee hired and each individual interviewed for a job:

1. Name and address of the person;
2. Household size of the person; and
3. Household income of the person (this should be done as an over/below answer relating to the median family income for each family size).

This information, in either form, must be available in the sponsoring community's program file as proof that the CDBG National Objective was met.

10. **Clearance, Conversion, or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:

1. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, current Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_affordhousing.htm);

2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor, or
3. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning one year before the date of the execution of the agreement with the demolition contractor.

11. **Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD's current Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_afordhousing.htm.

Emergency home repair activities must meet the definition of "emergency" as included in Grantor's Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the RRS.

12. **Project Specific Conditions.** Federal prevailing wages will apply for construction contracts that exceed \$2000. Contact OCD's Prevailing Wage Coordinator at (614) 466-2285 for a copy of the latest federal wage rates or obtain them from the web site www.wdol.gov.

13. **Special Condition on Lead Based Paint.**

- a. The Special Condition applies only to units that undergo rehabilitation with HUD funds where the average HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to 24 CFR Part 35.930. This Special Condition does not apply to units that are listed as exempt at 24 CFR Part 35.115 or that are within de minimis levels at 24 CFR Part 25.1350. For activities that are covered by this Special Condition, the Grantee shall:
 - b. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by 24 CFR 35.130 and get a receipt from the occupant that they have received the pamphlet.
 - c. Use only lead-safe renovators who have completed the *Addressing Lead-Based Paint Hazards During Renovation, Remodeling, and Rehabilitation in Federally Owned and Assisted Housing* program at a training provider approved by ODH.
 - d. Use clearance technicians who are trained by an ODH approved training provider, or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
 - e. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by the Grantee, and furnish such information to Grantor personnel upon request.
 - f. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows Grantor to inspect these records upon request at any time during the three years after completion.
 - g. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by the Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three year time period.
 - h. Have work specifications prepared by persons who have, at a minimum, successfully completed the one-day Renovator's and Remodeler's Training Program, or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
 - i. Specify in the work specifications for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
 - j. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 1) That the contractor shall make available for inspection by Grantor staff, as well as the Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.

- 2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
- 3) That the contractor:
 - a) Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the *Addressing Lead-Based Paint Hazards During Renovation, Remodeling, and Rehabilitation in Federally Owned and Assisted Housing* program.(or documentation that such persons are licensed abatement contractors or workers); and
 - b) Shall provide such documentation to Grantor personnel upon request.
- 4) That the Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with 24 CFR 35.900 to 35.940, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.
- 5) That the Grantee will not pay for renovation, remodeling, or paint repair work done in a non lead-safe manner.
- 6) That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by U.S. EPA as set forth in 40 CFR 745.227.
- 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

- k. In carrying out this agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the Revised Code, in the civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- l. Grantee will incorporate the foregoing requirements of Section j in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

14. Universal Identifier and Central Contractor Registration. As a recipient of federal funds, Grantee will be required to maintain an active registration in the federal Central Contractor Registry (CCR) through the System for Award Management (SAM) as required by 2 CFR Part 25. Information on registration is available at www.sam.gov.

15. Special Conditions

- a. When federal funds are awarded for a project involving the acquisition of real property, including permanent easements, and the subject property is required for implementation of the project (a non-voluntary acquisition), procedures outlined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) must be followed. Refer to Chapter 5 of HUD Handbook 1378 titled Tenant Assistance, Relocation and Real property Acquisition Operating Manual for guidance.
Donations must be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). For guidance, refer to Section 5-8 of the HUD Handbook 1378 titled Tenant Assistance, Relocation, and Real Property Acquisition Operating Manual.

OCD URA Forms are located at:
http://development.ohio.gov/cs/cs_uniformrelocationact.htm

- b. Grantees will be required to submit an Environmental Review Request for Release of Funds (RROF) by **February 15, 2015** for all FY 2014 Community Development Block Grant (CDBG) Community Development Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantees failing to meet the February 15, 2015 deadline will be notified in writing. Failure to meet the February 15, 2015 deadline may reduce the grantee's likelihood of approval of extension or amendment requests for the subject grant agreement. Failure to meet the February 15, 2015 deadline will also affect the grantee's administrative capacity rating, which may impact the grantee's ability to apply successfully for competitive OCD-funded programs.

- c. The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the FY 2014 Community Development Program application. The grantee is reminded it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OCD's approval of the grantee's waiver request.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT C

REQUIRED REPORTS

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report beginning six months after the effective date of this Agreement.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in OMB Circular A 133 and the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The OCD Financial Management Rules and Regulations Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_fiscalforms.htm
4. Grantee shall retain all records, receipts, etc., for a period of five years after the "Final Closeout" of this Agreement. Grantor shall notify the Grantee in writing once this Agreement has met the necessary requirements of "Final Closeout."
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT D

GRANTEE ASSURANCES AND CERTIFICATIONS

The following assurances will be contained in this Agreement between the State of Ohio, Development Services Agency and Grantee. Grantee hereby assures and certifies that:

1. It possesses legal authority to apply for and accept the grant, and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing and acceptance of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. It has facilitated or will facilitate citizen participation by:
 - a. Providing adequate notices for two public hearings ten days in advance of the hearing;
 - b. Holding two hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application. The first hearing must present all State CDBG programs and allow citizen input, while the second hearing must be held to discuss specific application proposals that the community intends to submit (the community need only hold the first hearing once annually to discuss the current fiscal year CDBG programs);
 - c. Providing for citizen participation by holding one public hearing when considering amendments to the community development program; and
 - d. It is following a detailed citizen participation plan which:
 - i. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which section 106 funds are proposed to be used, and in the case of a grantee described in section 106(a), provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
 - ii. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - iii. Provides for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;
 - iv. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
 - v. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - vi. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.
4. Its chief executive officer or other officer of applicant approved by the state:
 - a. Consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570 and to the Ohio Small Cities CDBG Program; and
 - b. Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
5. The Community Development Program has been developed so as to give maximum feasible priority to activities, which will benefit low- and moderate-income families or aid in the elimination of slums or blight.

The requirement for this certification will not preclude the State from approving an application where the applicant certifies, and the State determines, that all or part of the community development activities are designed to meet other community development needs having a particular urgency as specifically explained by the applicant in accordance with 24 CFR 570.483(d).

6. It will comply with the regulations, policies, guidelines and requirements of the "Common Rule" 24 CFR Part 85, and Federal Management Circular A-87 and OMB Circular A-133 as they relate to the application, acceptance, and use of Federal funds under this part.

7. It will comply with:

a. Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.487, and State law and regulations regarding the administration and enforcement of labor standards;

b. The Provisions of the Davis-Bacon Act (46 U.S.C. 3141-3148) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);

c. The Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701-3708, that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and

d. The Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

8. It will comply with all requirements imposed by HUD and the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with 24 CFR Part 85.

9. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

10. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1972, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

11. It will comply with:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-7 - 2000d-7), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. These regulations are codified at 24 CFR Part 1.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance will obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended by the Fair Housing Amendments Act of 1988 (Pub. L. 100-430, 102 Stat. 1619), administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. Implementing regulations appear as 24 CFR Part 100 - 155.

c. Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968.

d. Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d) and 42 U.S.C. 5309), as amended, and the regulations issued pursuant thereto (24 CFR Part 6), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.

e. Executive Order 11063 as amended by Executive Order 12259 to take all action necessary and appropriate to provide equal opportunity and nondiscrimination in the sale, leasing, rental, or other disposition of residential property and related facilities provided in whole or in part by Federal Assistance. Implementing regulations are codified at 24 CFR Part 107.

- f. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal and Federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, promotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- g. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that no otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. Implementing regulations are codified at 24 CFR Part 8 and 9.
- h. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157; 24 CFR Part 40) requirements for accessibility by physically handicapped persons.
- i. The Age Discrimination Act of 1975 (42 U.S.C. 6101) that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities receiving Federal financial assistance. Implementing regulations are codified at 24 CFR Part 146.
12. It will comply with Section III of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Implementing regulations are codified at 24 CFR Part 135.
13. It will:
 - a. To the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with Sections 303 and 304 of Title III, and implementing instructions of 49 CFR Part 24; and
 - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. Adopt, make public and certify that it is following a Residential Antidisplacement and Relocation Assistance Plan as described in 24 CFR Part 42.
14. It will:
 - a. Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42;
 - b. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act, as amended, and implementing instructions of 49 CFR Part 24 and 24 CFR Part 42 to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair and consistent manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
 - c. Assure that within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - d. Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations of 49 CFR Part 24 and 24 CFR Part 42.
15. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
16. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
17. It will give the State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
18. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State and HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

19. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal assistance for construction or acquisition purposes for use in any area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
20. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- a. Consulting with State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
- b. Complying with all requirements established by the State and HUD to avoid or mitigate adverse effects upon such properties.
21. It will comply with:
- a. The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and 24 CFR Part 58;
- b. Executive Order 11988, Floodplain Management;
- c. Executive Order 11990, Protection of Wetlands;
- d. The Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.);
- e. The Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661 et seq.);
- f. The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271);
- g. The Safe Drinking Water Act of 1974, as amended (42 U.S.C. 300(f) et seq.);
- h. Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4831(b));
- i. The Clean Air Act of 1970, as amended (42 U.S.C. 7401 et seq.);
- j. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. 1251 et seq.);
- k. The Clean Water Act of 1977 (P.L. 95-217); and
- l. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (43 U.S.C. 6901 et seq.).
22. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
23. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of 24 CFR Part 35, subparts A, B, J, K and R.
24. It will comply with the Energy Efficiency Requirements at 24 CFR 85.36(i)(13), which states HUD grantees and subgrantees must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). The act can be reviewed in its entirety at: <http://www.house.gov/legcoun/Comps/EPCA.pdf>.
25. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG program to any unit of general local government located in a nonentitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which section 106 funds are proposed to be used, and in the case of a grantee described in section 106(a), provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
 - b. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee;
 - d. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
 - e. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - f. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 106 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, the grantee certified to the State it lacks sufficient funds received under Section 106 to comply with the requirements of clause (i);
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act); and
6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested by Law Library Board to increase the Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, the request is to amend the 2014 Annual Appropriation to reflect the following increase in the (055) Law Library Resources Fund:

Increase 055.0055.530300 (Supplies) by \$5,000.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2014 Annual Appropriation Resolution be amended to show the increase 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
18th day of
November, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: County Auditor
Law Library

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

<u>MVGT Fund:</u>	
Amount:	To:
\$ 10,000.00	002.0015.538400 (Materials)
\$ 600.00	002.0015.538400 (Materials)
\$ 13,665.64	002.0015.538400 (Materials)
\$ 10,000.00	002.0014.530401 (Fuel)
<u>Sewer Funds:</u>	To:
Amount:	103.0016.530600 (Contract Services)
\$ 1,000.00	105.0016.530600 (Contract Services)
\$ 500.00	108.0016.530600 (Contract Services)
\$ 500.00	121.0016.530600 (Contract Services)
\$ 800.00	

Certificate Title Administration Fund:

Amount	To:
\$ 1,700.00	026.0026.536600 (Hospitalization)
\$ 600.00	026.0026.536700 (PERS)

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
18th day of
November, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

-cc: County Auditor
- County Engineer/Sanitary Engineer
/ Clerk of Courts

IN THE MATTER OF AUTHORIZING THE PURCHASE VARIOUS PIECES OF EQUIPMENT FOR THE HIGHWAY DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOP PROGRAM AND THE OHIO DEPT. OF TRANSPORTATION COOPERATION PURCHASE PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Douglas Reinhart, County Engineer submitted correspondence to the Board of County Commissioners stating that he requests permission to purchase the following equipment:

- Cab and chassis for snow plowing application; replacing 1992 truck;
- Mowing tractor, replacing a 1995 tractor 5000+ hrs;
- One ton truck replacing 1985 model;
- Lowboy trailer replacing a 1992 unit; and,

WHEREAS, the purchases will be made in the best interest of the County utilizing the following:

Through the Ohio Department of Administrative Services Coop program and in accordance with ORC 125.04 and the Board's Resolution #14-252 and in accordance with ORC section 307.86; and,

WHEREAS, through the Ohio Department of Transportation Cooperative Purchase program in accordance with ORC 5513.01B and the Board's Resolution #14-251 or thru bidding process; and,

WHEREAS, the equipment purchases will be finalized after the 2015 budget is reviewed in January and will represent approximately 6 % of our budget. All purchases will be made with 2015 MVGT funds.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize County Engineer Douglas Reinhart to proceed with the purchases being made through the ODAS Co-op Purchasing Program and ODOT Cooperative Purchase program; using 2015 MVGT funds.

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

Adopted this
18th day of
November, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: County Engineer - Doug Reinhart

IN THE MATTER OF AUTHORIZING A CHANGE ORDER #2 WITH SIDNEY ELECTRIC CO. FOR THE AUGLAIZE ACRES GENERATOR REPLACEMENT PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners entered into a contract with Sidney Electric Co. for the Auglaize Acres Generator Replacement project \$101,900.00; Change Order #1 is zero dollar change; and,

WHEREAS, Garmann/Miller & Associates, architects for the project, have determined that it is necessary to process a change order #2 for items; namely,

- 1.) Material and labor to update natural gas service for proper operation of new generator. ADD \$6,009.30.
- 2.) Credit from Electrical Work Contingency Allowance. DEDUCT (\$1,469.08); and,

WHEREAS, the total increase for the changes stated above for Change Order #2 is \$4,540.22; and,

WHEREAS, the Board of County Commissioners has agreed to this increase in Change Order #2; and,

WHEREAS, a Change Order #2 has been prepared by Garmann/Miller & Associates reflecting the above mentioned increase; same is to be executed by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize Change Order No. #2 in the amount of \$4,540.22 for the above mentioned items and in the Change Order Document from Garmann/Miller Associates for Sidney Electric Co., the general contractor for the Auglaize Acres Generator Replacement Project; and,

BE IT FURTHER RESOLVED that the President of the Board is hereby authorized to execute said Change Order #2, thereby increasing said contract by \$4,540.22 for a total contract sum of \$106,440.22.

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

Adopted this
18th day of
November, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: Garmann/Miller & Associates
Auglaize Acres
Sidney Electric Co.

Change Order

PROJECT (Name and address): Auglaize Acres Nursing Home Diesel Tank/Generator Replacement 13093 Infirmiry Road Wapakoneta, Ohio 45895	CHANGE ORDER NUMBER: 002 DATE: October 27, 2014	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Sidney Electric Co 840 S. Vandemark Rd. Sidney, Ohio 45365	ARCHITECT'S PROJECT NUMBER: 14026.0 CONTRACT DATE: May 9, 2014 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- 1.) Material and labor to update natural gas service for proper operation of new generator. Add \$6,009.30
- 2.) Credit from Electrical Work Contingency Allowance. Deduct (\$1,469.08)

TOTAL CHANGE: \$4,540.22

(Remaining Electrical Work Contingency Allowance - \$0.00)

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is November 28, 2014

\$	101,900.00
\$	0.00
\$	101,900.00
\$	4,540.22
\$	106,440.22

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gammann-Miller & Associates, Inc.
ARCHITECT (Firm name)

38 S. Lincoln Drive, P.O. Box 71, Minster,
Ohio 45865

ADDRESS

E. Bartzell
BY (Signature)

ERIC BARTZELL
(Typed name)

10.27.14
DATE

Sidney Electric Co.
CONTRACTOR (Firm name)

840 S. Vandemark Rd.,
Sidney, Ohio 45365

ADDRESS

T. Rosebrook
BY (Signature)

Todd Rosebrook
(Typed name)

10-30-14
DATE

Auglaize County Commissioners
OWNER (Firm name)

209 S. Blackhoof- Room 201,
Wapakoneta, Ohio 45895

ADDRESS

John N. Bergman
BY (Signature)

John N. Bergman,
(Typed name) BOCC President

11-18-2014
DATE

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE OHIO ATTORNEY GENERAL'S OFFICE – MOVING OHIO FORWARD DEMOLITION PROGRAM GRANT AGREEMENT – PHASE III.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners adopted Resolution No. #12-294 on July 19, 2012, authorizing the President of the Board to execute the Ohio Attorney General's Office – Moving Ohio Forward Demolition Program Grant Agreement in the amount of \$215,777.00; and,

WHEREAS, on February 13, 2014, the Board of Auglaize County Commissioners adopted Resolution No. #14-087, to execute the Ohio Attorney General's Office Phase II Moving Ohio Forward Demolition Program Grant in the amount of \$9,466.00; and,

WHEREAS, the Board of Auglaize County Commissioners has received notice from the Ohio Attorney General – Phase III funding request has been approved for the Moving Ohio Forward Demolition Grant Program in the amount of \$8,221.00; and,

WHEREAS, the award period for the grant agreement is from May 31, 2014 through December 31, 2014; and,

WHEREAS, the Ohio Attorney General's Office has provided the Auglaize County Board of Commissioners with the grant agreement for the execution by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board, John N. Bergman, to execute the Ohio Attorney General's Office Moving Ohio Forward Demolition Program Grant Agreement – Phase III.

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

Adopted this
18th day of
November, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

Attachment

✓ cc: Ohio Attorney General's Office

**OHIO ATTORNEY GENERAL'S OFFICE
MOVING OHIO FORWARD DEMOLITION PROGRAM
AGREEMENT**

Lead Entity Organization: Auglaize County Board of Commissioners

Obligated Amount: Eight Thousand, Two Hundred Twenty-One and 00/100 Dollars (\$8,221.00)

Award Period: Commencement Date – May 31, 2014 End Date – December 31, 2014

The parties hereto agree as follows:

I. Funding Purpose and Recapture of Funds. This Agreement is made and entered into by and between the Ohio Attorney General's Office ("AGO") and the Auglaize County Board of Commissioners ("Lead Entity") to obligate and disburse funds in the amount of \$8,221.00 ("Demolition Funds") during the Award Period for residential demolition activities in accordance with the Lead Entity's Application as approved by the AGO, which is incorporated by reference as if fully rewritten herein. This Agreement may only be modified with the prior written approval of the AGO. All modifications to this Agreement shall be in writing and signed by both parties to this Agreement. Any change from the residential demolition activities set forth in the Lead Entity's approved Application without a modification to this Agreement will be grounds for recapture of the funds by the AGO.

II. Use of Demolition Funds. Demolition Funds may be used for the sole and express purpose of undertaking and completing residential demolition projects ("Projects") as described in the Scope of Work attached hereto as Exhibit A. Lead Entity shall undertake and complete each Project as described in the Scope of Work. Other terms and conditions under which the contractor(s), including certified professionals, will complete the Scope of Work are as set forth in Lead Entity's approved Application. Such terms and conditions are incorporated in this Agreement by reference and are a material part of this Agreement.

III. Completion of Projects. Demolition Funds shall not be released until: (a) Lead Entity completes all demolition activity for a residential Project; (b) Lead Entity submits to the AGO a reimbursement/disbursement request as set forth in paragraph IV(b) and a reimbursement/disbursement report as set forth in paragraph VIII(a) of this Agreement signed and certified by Lead Entity or Subrecipient, as identified in Lead entity's Application, that all demolition activities as required were, in fact, completed; and, (c) Lead Entity completes (or causes to be completed) each other act required to be performed pursuant to the Moving Ohio Forward Demolition Program Guidelines, which are incorporated herein by reference, and submits all information required in Attachment B of the Reimbursement/Disbursement Request Manual, which is incorporated herein by reference.

IV. Payment of Demolition Funds.

- (a) Payment Information. Lead Entity shall have on file a Payment Information Form, attached hereto as Exhibit B. This Form shall be returned with the executed copy of this Agreement. Failure to complete the Form and return it with this Agreement will result in a delay of the first payment.
- (b) Request for Payment. Lead Entity shall submit to the AGO for review and approval reimbursement/disbursement requests detailing Project expenditures which have then been incurred by Lead Entity. All expenses to be paid or reimbursed with Demolition Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Lead Entity for each demolition Project. The AGO may request, and Lead Entity shall submit to the AGO, such additional documentation as may be necessary or useful to substantiate a

reimbursement/disbursement request. In the event of a complete or partial denial of a reimbursement/disbursement request, the AGO shall notify Lead Entity in writing, including a statement of specific reasons for such denial, and Lead Entity shall have an opportunity to re-submit the request with additional information responsive to the reason for denial. The AGO shall use reasonable efforts to issue a notice of denial, in whole or in part, within thirty (30) days after receipt of a reimbursement/disbursement request from Lead Entity.

(c) Payment of Demolition Funds. The AGO shall disburse the Demolition Funds approximately thirty (30) days after receipt and approval of both the reimbursement/disbursement request and the reimbursement/disbursement report described in paragraph VIII(a) of this Agreement. Lead Entity shall adhere to the procedures for payment of Demolition Funds set forth in the Reimbursement/Disbursement Request Manual.

V. Demolition Funds Not Expended. If the Demolition Funds are not expended by Lead Entity, not expended in accordance with the terms and conditions of this Agreement, or not expended within the Award Period set forth in this Agreement, Lead Entity shall return such unused or improperly expended Demolition Funds within thirty (30) days after demand by the AGO. If the AGO determines that Lead Entity has not performed in accordance with the terms and conditions of this Agreement, and after the return of misspent or unused Demolition Funds to the AGO, this Agreement will terminate.

VI. Agreement Deadlines. Lead Entity shall complete all Projects not later than the End Date set forth in this Agreement. If Lead Entity anticipates that a Project will not be completed by the End Date, Lead Entity shall request an extension of time to complete a Project before the scheduled End Date, pursuant to paragraph XIV(e) of this Agreement. It will be within the sole discretion of the AGO to grant or deny such extension of time. Lead Entity acknowledges that the Award Period extends beyond the End Date for purposes of reporting by Lead Entity and monitoring by the AGO of the results of the award of Demolition Funds.

VII. Securing Contractor(s).

(a) Lead Entity shall secure qualified personnel and/or contractors to complete each Project. All personnel performing work under this Agreement shall be employees of Lead Entity, or under the direct supervision of the Lead Entity's subcontractors, or be performed by a Subrecipient and the Subrecipient's subcontractors. Lead Entity shall comply with all applicable laws governing the selection of subcontractors under this Agreement.

(b) Lead Entity shall bind any Subrecipients or subcontractors to the terms of this Agreement, so far as applicable to the work of the Subrecipient or subcontractor, and shall not agree to any provision which seeks to bind the AGO to terms inconsistent with, or at variance from, this Agreement.

(c) Any contracts entered into by Lead Entity with Subrecipients or subcontractors shall include anti-kickback and non-collusion clauses and property tax certifications. Subrecipients or subcontractors shall have adequate liability and property damage insurance. All Subrecipients and subcontractors shall have policies regarding drug free workplace, equal employment opportunity, and be knowledgeable and understand Ohio Ethics and Conflict of Interest laws.

VIII. Reporting.

(a) Reimbursement/Disbursement Report. Lead Entity shall submit a certified report with each reimbursement/disbursement request for a completed Project. Each report shall provide the street address, itemization of expenses claimed, and amount requested. Attachments to the report shall include

Page 2 of 9
AGO Contract #5463

photographs, invoices, authority for demolition, environmental reports and any applicable waste shipment record. One subrecipient agreement and contractor, subcontractor or vendor agreement shall be provided per entity. No Demolition Funds shall be paid to Lead Entity until the AGO receives the items described in this paragraph.

(b) Final Performance Report. Lead Entity shall submit a Final Performance Report to the AGO describing the use of the Demolition Funds during the Award Period, the outcome achieved from the expenditure of the Demolition Funds, and a brief narrative of the overall success of the Moving Ohio Forward Demolition Program including any known land reutilization, economic and environmental benefits. Lead Entity shall adhere to all mandatory fiscal and program administration guidelines, including audit requirements, as determined by the AGO. This report, the form of which is provided in Attachment 9 of the Application, shall be submitted to the AGO no later than December 31, 2014 and sent to the following address: MovingOhioForward@OhioAttorneyGeneral.gov. Lead Entity's obligation to complete and submit the Final Performance Report shall survive the expiration of this Agreement.

(c) Additional Information. Lead Entity shall provide to the AGO any additional reports or information relating to the Project as the AGO may from time to time reasonably request.

IX. Adherence to State and Federal Laws and Regulations.

(a) General. The Lead Entity, in expending the Demolition Funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances. Without limiting the generality of such obligation, Lead Entity shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Lead Entity in connection with each Project. Lead Entity shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. Lead Entity, by its signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Lead Entity understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.

(c) Conflict of Interest. No personnel of Lead Entity who exercise any functions or responsibilities in connection with the review or approval of this Agreement or the carrying out of any Project work shall voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement or Project work. Lead Entity or any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose the personal interest in writing to the AGO. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the AGO determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Lead Entity agrees that Lead Entity and any person acting on behalf of Lead Entity shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Lead Entity further agrees that Lead Entity and any person acting on behalf of Lead Entity shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired

for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

(e) Kickbacks. Lead Entity represents and warrants to the AGO that Lead Entity has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Lead Entity covenants and agrees that Lead Entity, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Award Period of this Agreement. Lead Entity further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any reimbursement/disbursement request report.

(g) Public Records. Lead Entity acknowledges that this Agreement and other records in the possession or control of the AGO regarding each project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.

X. Default, Remedies and Termination.

(a) Default. Lead Entity shall be in default of this Agreement if Lead Entity fails to perform any of its obligations under this Agreement and such failure to perform continues uncurd for more than thirty (30) days after written notice from the AGO. During the thirty-day cure period, Lead Entity shall incur only those obligations or expenditures pre-approved by the AGO that are necessary to enable Lead Entity to continue its operations and achieve compliance with the terms and conditions of this Agreement.

(b) Remedies. Following a default by Lead Entity, the AGO may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Demolition Funds have not been fully disbursed, the AGO may terminate any and all of the AGO's obligations under this Agreement, including the obligation to make further disbursements of Demolition Funds.

(ii) Demand Repayment of Demolition Funds or Liquidated Damages. Under the circumstances described in Section V of this Agreement, the AGO may demand repayment of Demolition Funds improperly expended. Lead Entity shall not be required to repay an amount that exceeds the Demolition Funds disbursed to Lead Entity.

(iii) Other Legal Remedies. Pursue any other legal or equitable remedies the AGO may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to the AGO under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by AGO in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by the AGO to be expedient.

(d) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Lead Entity shall provide the AGO with a final report setting forth the total expenditure of the Demolition Funds by Lead Entity and the status of each Project at the time of termination. The final report shall be signed and certified. This reporting obligation shall survive the termination of the Agreement.

XI. Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code have been complied with, and until such time as all necessary funds are available.

XII. Notices. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been received for all purposes if mailed by first class delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to the AGO:

Ohio Attorney General's Office
Mortgage Foreclosure Unit
30 East Broad Street, 15th Floor
Columbus, Ohio 43215
FAX No.: (866) 403-3979

If to Lead Entity:

To the Point of Contact and address identified
in Lead Entity's Application

XIII. Indemnification. Lead Entity and the AGO each agree to be responsible for any personal injury or property damages caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction or as the parties may otherwise mutually agree. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

XIV. Miscellaneous.

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

(b) Forum and Venue. Lead Entity irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio. In any action or proceeding arising out of or related to this Agreement, Lead Entity agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Lead Entity irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court. Nothing in this Agreement shall limit the right of the AGO to bring any action or proceedings against Lead Entity in the courts of any other jurisdiction.

(c) Entire Agreement. This Agreement, including its exhibits, attachments and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

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

(e) Amendments. Either party may at any time during the Award Period of this Agreement request amendments or modifications to this Agreement. Requests for amendment of this Agreement shall be in writing and shall specify the requested changes and the justification for each change. The parties shall review the request for amendment, taking into consideration the statutes, policies and goals of the

disbursement of Demolition Funds. If the parties concur on changes to the terms of this Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement.

(f) Assignment. Neither this Agreement nor any rights, duties, or obligations of Lead Entity pursuant to this Agreement shall be assigned by Lead Entity without the prior express written consent of the AGO. Any purported assignment not made in accordance with this paragraph shall be void.

XV. Authority to Bind Parties. The person signing this document on behalf of Lead Entity is legally authorized to contractually obligate the Lead Entity. Lead Entity represents and warrants to the AGO that neither Lead Entity nor any of Lead Entity's employees or agents has made false statements to the AGO in the process of obtaining the award of Demolition Funds.

EXHIBIT A
Scope of Work

Each Project includes residential demolition activities such as asbestos surveys, required asbestos abatement, demolition of buildings, and waste removal. Other reimbursable demolition activities include the following Demolition Hard Costs, Demolition Soft Costs, and a portion of General Administrative Costs:

<p align="center">General Administrative Costs (5% of total demolition costs)</p>	<p align="center">Demolition Hard Costs (reimbursed 100% for completed demolitions)</p>
<ul style="list-style-type: none"> • General Management and Oversight of Program • Technical Support Services • Monitoring and Evaluation • Preparation of Reimbursement/Disbursement Requests • Performance Report Preparation • Local Historic Review/Assessments (OHPO clearance is not required) • State Audit(s) • Other expenses approved on a case-by-case basis by the AGO 	<ul style="list-style-type: none"> • Demolition of Buildings • Removal of Asbestos • Removal of other Hazardous Materials • Clearance of Structures (poles, fences, walls, driveways, service walks, etc.) • Removal of Underground Storage Tanks and Utility Services • Removal and/or Filling/Capping of Septic Systems and Wells • Clearance of Debris and Garbage • Site Restoration (grading and seeding) • Regulatory Permit and Inspection Fees • Other expenses approved on a case-by-case basis by the AGO
<p><u>Ineligible Moving Ohio Forward Costs</u> (no reimbursement)</p> <ul style="list-style-type: none"> • Acquisition of Real Estate • Payment of Real Estate Taxes and Tax Delinquencies • Payment of Tax Liens and Property Assessments • Payment of Delinquent Utility Costs • Marketing of Project Site(s) • Preparation of the Moving Ohio Forward Application including the Strategic Planning component • Litigation expenses • Property Maintenance • Reimbursement for properties listed in the Federal National Register of Historic Places • Ohio EPA fines and/or penalties 	<p align="center">Demolition Soft Costs (reimbursed 100% for completed demolitions)</p> <ul style="list-style-type: none"> • Environmental Assessments • Asbestos Surveys • Title Searches • On a preapproval basis, legal fees for local governments without available legal counsel, contract preparation and review • On a preapproval basis, architectural/engineering fees, including cost estimates, bid specifications and job progress inspections • Legal/Bid Advertisements • Other expenses approved on a case-by-case basis by the AGO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AUGLAIZE COUNTY BOARD OF COMMISSIONERS

By: [Signature]

Printed Name: John N. Bergman

Title: BOCC President

Date: November 18, 2014

OHIO ATTORNEY GENERAL'S OFFICE

By: [Signature]

Matthew J. Lamphe
Mortgage Foreclosure Counsel

Date: 11/20/14

Approved as to form:

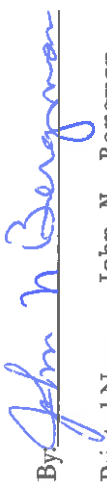
By: [Signature]

Jessica B. Tom
Senior Assistant Attorney General
Executive Agencies, Business Counsel Unit

Date: 11/10/14

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

AUGLAIZE COUNTY BOARD OF COMMISSIONERS

By: 

Printed Name: John N. Bergman

Title: BOCC President

Date: November 18, 2014

OHIO ATTORNEY GENERAL'S OFFICE

By: _____

Matthew J. Lampke
Mortgage Foreclosure Counsel

Date: _____

Approval as to form:

By: 

Jessica B. Tom
Senior Assistant Attorney General
Executive Agencies, Business Counsel Unit

Date: 11/10/14

County Commissioners Office
Auglaize County, Ohio
November 18, 2014

NO. 14-528

IN THE MATTER OF AUTHORIZING REIMBURSEMENT OF EXPENSES FROM VARIOUS DITCH CONSTRUCTION FUNDS TO VARIOUS MAINTENANCE FUNDS, MVGT FUNDS AND COUNTY GENERAL FUND AS REQUESTED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2014.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, Kevin Schnell, Asst. County Engineer, submitted the following correspondence to the Board of County Commissioners, listing petitioned ditch project, both County Ditch petitions and Soil and Water Conservation Senate Bill 160 Ditch petitions, which has been recently construction and completed by their respective contractors; and,

WHEREAS, at this time, it is appropriate for the County Engineer to request the remaining balance of monies from construction accounts for said completed ditches be moved into either the County Engineer's MVGT Account for the reimbursement of Engineering Fees, and/or into the respective Ditch Maintenance Accounts established with the County Auditor for future ditch maintenance work; and to reimburse the County General Fund for Postage; and,

WHEREAS, authorization of the following transactions is requested:

ditch name	maintenance account number	construction account number	move from construction account to maintenance account	move from construction account to County Engineer's MVGT for Engineering & Misc	move from construction to County General Fund for Postage Reimbursement
HIGHLAWN DITCH	871.0100.400200	353.0353.535700	\$9,426.36 100% completed	n/a SWCD project	Moved in 2013
VERTNER DITCH	872.0100.400200	354.0354.535700	\$ 6,143.27 100% completed	n/a SWCD project	Moved in 2013
KOCH DITCH	874.0100.400200	355.0355.535700	\$ 2,403.39 100% completed	n/a SWCD project	Moved in 2013
GUTMAN #3 DITCH	875.0100.400200	357.0357.535700	\$ 6,900.07 100% completed	Moved in 2013	Moved in 2013
KLOSTERMAN DITCH	876.0100.400200	358.0358.535700	\$ 6,391.47 100% completed	Moved in 2013	Moved in 2013
CLAUSE #2 DITCH	878.0100.400200	356.0356.535700	Still under Construction	n/a SWCD project	\$ 123.98
HUEBNER DITCH	879.0100.400200	359.0359.535700	Still under construction	\$5,180.00	\$ 422.53
CAMPBELL DITCH	880.0100.400200	360.0360.535700	\$ 3,855.48 100% completed	n/a SWCD project	\$ 37.12
KAECK #2 DITCH	881.0100.400200	361.0361.535700	Still under construction	n/a SWCD project	\$ 97.76
MACKENBACH DITCH	882.0100.400200	362.0362.535700	\$ 521.19 100% completed	\$ 725.00	\$ 51.81
WHEELER DITCH	883.0100.400200	326.0326.535700	\$ 2,533.00 100% completed	\$ 930.00	\$ 250.46
DEARBAUGH DITCH	884.0100.400200	327.0327.535700	\$ 7,713.32 100% completed	\$ 2,345.00	\$ 264.60
RAPP #3 DITCH	885.0100.400200	301.0301.535700	Still under Construction	n/a SWCD project	\$ 123.12
GIBSON DITCH	886.0100.400200	302.0302.535700	Still under Construction	n/a SWCD project	\$ 51.48
CUMMINS DITCH	887.0100.400200	303.0303.535700	Still under Construction	\$ 3,170.00	\$ 256.38

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the County Auditor to make the above mentioned reimbursements of expenses as stated.

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

Adopted this
18th day of
November

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spender Yes
Douglas A. Spender

Don Regula yes
Don Regula

cc: County Engineer
County Auditor

IN THE MATTER OF AUTHORIZING ENGINEERING AMENDMENT TWO (2) TO THE BASE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR ENGINEERING SERVICES AT NEIL ARMSTRONG AIRPORT FOR UPDATING THE AIRPORT LAYOUT PLAN EXHIBIT "A" PROPERTY MAP.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 18th day of November, 2014.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, on November 7, 2013, in Resolution #13-497, the Board of County Commissioners approved and executed a Base Agreement with Delta Airport Consultants, Inc. for professional services at the Neil Armstrong Airport for calendar year 2013 through 2017; and,

WHEREAS, Delta Airport Consultants, Inc. have, at this time, presented to the Board of County Commissioners the Amendment Two (2) to the Agreement for Professional Services on AIP project No.: 3-39-0084-pending and Delta Project No. 14023; same as follows:

Amendment 2: For updating the Airport Layout Plan Exhibit "A" Property Map at the Neil Armstrong Airport for a lump sum fee of \$25,000.00; and,

WHEREAS, compensation for specified professional services will be:

Amendment 2 - a lump sum fee of \$25,000.00 from Delta and the Airport Authority will encumber these funds for this lump sum payment.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize Amendment Two (2) to the Base Agreement with Delta Airport Consultants, Inc. for updating the Airport Layout Plan Exhibit "A" Property Map at the Neil Armstrong Airport; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, John N. Bergman, to execute Amendment No. 2 as presented; and,

BE IT FURTHER RESOLVED that the Board authorizes the obligations in the amount of \$25,000.00 for updating the Airport Layout Plan Exhibit "A" Property Map at the Neil Armstrong Airport for AIP Project No. 3-39-0084-pending, Delta Project No. 14023 and to be encumbered by the Auglaize County Airport Authority.

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

Adopted this
18th day of
November, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

- cc: Delta Airport Consultants, Inc. -
- Steven Potoczak
- Airport Authority - Todd Kitzmiller
- Airport Manager - Matthew Bailey
- FAA

TASK ORDER NO. 2

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Update Airport Layout Plan Exhibit "A" Property Map

DELTA PROJECT NO: 14023

DATE OF ISSUANCE: July 30, 2014

ATTACHMENTS:
"2-1" Project/Task Narrative
"2-2" Fee Summary
"2-3" Subconsultant Proposal

METHOD OF PAYMENT: Lump Sum

TASK ORDER AMOUNT: \$25,000 (Article 7.7)

CONTRACT TIME: UPDATE AIRPORT LAYOUT PLAN EXHIBIT "A"
PROPERTY MAP: 120 CALENDAR DAYS

PROJECT DESCRIPTION: See Attachment "2-1"

The original Agreement for Professional Engineering Services between the Auglaize County Commissioners (SPONSOR) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at Neil Armstrong Airport dated February 13, 2013, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and SPONSOR.

ACCEPTED:


by David W. Jones, P.E., C.M.
Vice President

CONSULTANT
Delta Airport Consultants
20546 Center Ridge Road Suite 460
Cleveland, Ohio 44116

APPROVED:

by 
John Bergman
President

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

ATTACHMENT "2-1"
PROJECT/TASK NARRATIVE

This project at the Neil Armstrong Airport, Wapakoneta, Ohio is to update the Airport Layout Plan Exhibit "A" Property Map to depict the airport properties within the Airport Terminal Area. The project is to include the following project elements:

- a. Review and update existing Airport Layout Plan Exhibit "A" Property Map drawing to depict the revised property lines and boundaries within the Airport Terminal Area as provided by the attached sub-consultant's Proposal for Airport Survey for Annexation to New Knoxville.
- b. Project, grant administration and special project services to assist the Owner with submission of the project documentation to obtain 90% FAA reimbursement for the project.
- c. Submission of updated Airport Layout Plan Exhibit "A" Property Map to the FAA, and if necessary, local and State review agencies.

**ATTACHMENT 2-2
FEE SUMMARY**

Planning Services

Project Title: Update ALP Exhibit Airport Property Map
Airport Name: Neil Armstrong Airport (AXV)
Airport Location: Wapakonate, Ohio

Delta Airport Consultants, Inc.

AIP Project No. 3-38-0084-pending
State Project No. na
Delta Project No. 14023

Date: July 30, 2014

Delta Airport Consultants, Inc.	
Special Services	
Update ALP Exhibit Airport Property Map	\$25,000
Subtotal:	\$25,000
Lump Sum:	\$25,000

TOTAL:	\$25,000
---------------	-----------------

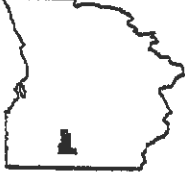
ATTACHMENT "2-3"
SUBCONSULTANT PROPOSAL



AUGLAIZE COUNTY Engineering Department

P.O. Box 59
1014 S. Blacktooth Street
Wapakoneta, Ohio 45395

TELEPHONE: 419-739-6520
FAX: 419-739-6521
Email: info@augcoeng.com



Douglas Reinhart
COUNTY ENGINEER

PROPOSAL FOR AIRPORT SURVEY FOR ANNEXATION TO NEW KNOXVILLE

Research: Professional Surveyor 5 hrs. x \$42/hr. \$ 210

Field survey: two man field crew with global positioning unit; 8 hours @ \$250 \$ 2,000

Calculations: Professional Surveyor 10 hrs. @ \$ 42/hr. \$ 420

Preparation of legal description: Professional Surveyor 10 hrs. @ \$42/hr. \$ 420

Preparation of annexation plat: Professional Surveyor 20 hrs. @ \$42/hr. \$ 840

\$ 3,890

\$ 3,890 Base Fee
 \$ 1,790 46% Fringe benefits
 \$ 1,167 30% Overhead
 \$ 6,847 Total Estimate for survey, legal description and plat

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