

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT FORMULA ALLOCATION PROGRAM GRANT AGREEMENT FOR FISCAL YEAR 2008.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners adopted Resolution No. 08-184 on May 13, 2008, authorizing the submittal of a grant application to the Ohio Department of Development, in the amount of \$148,000.00; and,

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

City of St. Marys, Street Improvements	\$27,200.00
City of Wapakoneta, Sidewalk Improvements	\$30,600.00
Auglaize County CHIP Program	\$49,000.00
Auglaize Acres, equipment	\$15,000.00
Fair Housing Program	\$4,000.00
General Administration	\$22,200.00

and,

WHEREAS, the Ohio Department of Development 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 Formula Allocation Program Grant Agreement for F.Y. 2008; and,

BE IT FURTHER RESOLVED that an executed copy of this agreement be hereto attached and thus become a part of this Resolution.

Mr. Kramer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
16th day of
September, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

Ivo J. Kramer Yes
Ivo J. Kramer

Attachment

Cc: ✓ Ohio Department of Development ✓ City of Wapakoneta
 ✓ Poggemeyer Design Group – Dianne Guenther ✓ Auglaize Acres
 ✓ City of St. Marys ✓ Asst. Clerk of the Board

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

GRANT AGREEMENT

F.T.I. Number: 346400073

Grant Number: B-F-08-006-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Auglaize County**, located at **209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio 45895-1972**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2008** and ending **February 28, 2010** (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 the Grantor.

B. Grantor, through its Division of Community Development, 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 the 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 the 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 the Grantee in the amount of **One Hundred Forty-Eight Thousand Dollars and no cents (\$148,000)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Development Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The award of 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 complied 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 the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the 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 the 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 the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the 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 the 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 the Grant Funds except during the Grant Period.

5. **Payment of Grant Funds.** Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of the 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 allocation requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. **Reporting Requirements.** Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in the 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 four (4) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project(s), the 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 (3) days prior written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, 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 the Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) 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 thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

- a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP 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 the Grantor 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 OHCP-awarded program.
 - 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 the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP 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 the Grantor Audit Office. (See the OHCP Financial Management Rules and Regulations Handbook.)
- 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.
- 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, 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, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the 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 CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, 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. 327 to 333. 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 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, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify the Grantor for any cost of the Grantee which is disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. 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 Ohio Revised Code, 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.

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

- a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Grant Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

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

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

19. **Conflict of Interest.** No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. **Liability.** 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 the 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.

21. **Adherence to State and Federal Laws, Regulations.**

a. **General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

b. **Ethics.** In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

22. **Outstanding Liabilities.** Grantee affirmatively covenants 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 moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this award of Grant Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this award of Grant Funds, the Grantee shall be required to return all Grant Funds immediately pursuant to Ohio Revised Code 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 O.R.C. 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 O.R.C. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

24. **Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

25. **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 matters of validity, construction, effect and performance.
- b. **Forum and Venue.** All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- c. **Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Office Chief

2. In case of the Grantee, to:

Auglaize County Commissioners
209 S. Blackhoof Street, Room 201
Wapakoneta, Ohio 45895-1972
Attn: John N. 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 this 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 this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:

Auglaize County

John N. Bergman
President

By: John N. Bergman
 Name: John N. Bergman
 Title: President, Board of Auglaize County Commissioners
 Date: September 16, 2008

GRANTOR:

State of Ohio
Department of Development

Lee Fisher
Lt. Governor of Ohio
Director, Ohio Department of Development

By: _____
 Name: _____
 Title: _____
 Date: _____

COMMUNITY DEVELOPMENT BLOCK GRANT
 FORMULA PROGRAM
 ATTACHMENT A - SCOPE OF WORK AND BUDGET
 PREPARED BY THE OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS

I. GENERAL DATA

Grantee.....: AUGLAIZE CNTY	Total Grant Award.....: \$ 148,000
Grant Number.....: B-F-08-006-1	Vendor I.D. No.....: 0000104153
Application Prepared: Joseph Lenhart	Administrative Agency....: Auglaize County Commissioners
Community CEO.....: John N. Bergman	Administrative Contact...: Joseph R. Lenhart
CEO Title.....: President	Title.....: County Administrator
Address.....: 209 S. Blackhoof Street, Room 201	Address.....: 209 S. Blackhoof Street, Room 201
	Wapakoneta, OH 45895-1972
Phone Number.....: 419-739-6710	Contact Phone Number.....: 419-739-6710
FAX Number.....: 419-739-6711	Contact FAX Number.....: 419-739-6711
County.....: Auglaize	% of CDBG for LMI Benefit: 100.00 %
Field Area/Rep.....: C - D.J. Pasquariello	% of CDBG for Public Serv: 0.00 %
Local Program Income: \$ 0	% of CDBG for Admin/FH...: 17.70 %
Included in the Budget	
Ohio House Dist/Rep.: 76 - Cliff Hite	Senate District.....: 01 - Steve Buehrer
78 - John Adams	12 - Keith Faber

II. PROGRAM BUDGET

Project	Activity Number/Name	CDBG AMOUNT	Other Funds	Source	Total	Activity	Activity
Nbr			Amount		Activity Cost	Qualified	Purpose
		-----	-----	-----	-----	-----	-----
01	1. Street Improvements	\$ 27,200	\$ 26,839	City	\$ 54,039	Census	Public Fac.
02	2. Sidewalk Improvements	\$ 30,600	\$ 5,366	City	\$ 35,966	Survey	Public Fac.
03	3. Home/Building Repair	\$ 49,000	\$ 0		\$ 49,000	Dir. Ben.	Housing
04	4. Senior Centers	\$ 15,000	\$ 610	County	\$ 15,610	Ltd Ctit.	Public Fac.
05	5. Fair Housing Program	\$ 4,000	\$ 0		\$ 4,000	-----	Fair Housing
	6. General Administration	\$ 22,200	\$ 0		\$ 22,200	-----	Plan/Admin.
Project 05 Subtotal:		\$ 26,200	\$ 0		\$ 26,200		
Grant Total:		\$ 148,000	\$ 32,815		\$ 180,815		

COMMUNITY DEVELOPMENT BLOCK GRANT
 FORMULA PROGRAM
 ATTACHMENT A - SCOPE OF WORK AND BUDGET
 PREPARED BY THE OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS

Grantee.....: AUGLAIZE CNTY


Grant Number.....: B-F-08-006-1

III. PROGRAM DATA

Project Nbr(Activity Nbrs)	Location	Target Area	Longitude/ Latitude	Beneficiaries	LMI Percent	National Objective
01 / Activity Nbr - 1	City of St. Marys	A006007	-84.379541/ 40.544382	873	58.40%	LOW/MOD.
02 / Activity Nbr - 2	City of Wapakoneta	A006011	-84.192104/ 40.575940	98	65.00%	LOW/MOD.
03 / Activity Nbr - 3	Cnty of Auglaize		-84.195302/ 40.568117	4	100.00%	LOW/MOD.
04 / Activity Nbr - 4	Cnty of Auglaize	N006000E	-84.201832/ 40.591481	87	100.00%	LOW/MOD.
05 / Activity Nbr - 5	Cnty-wide			46,611	32.70%	-----
Total Beneficiaries:				47,673		

IV. PROGRAM OUTCOMES

Activity Number/Name	Location	Outcomes
1. Street Improvements	City of St. Marys	Provides Improved Access Measureable: 360.00 Linear Feet 120.00 Linear Feet of Curbs Funds will be used to repave 360 LF and construct 120 LF of curb and gutter along Vine Street between South and Canal Streets.
2. Sidewalk Improvements	City of Wapakoneta	Provides Improved Access Measureable: 985.00 Linear Feet 1.00 Curbscuts Installed Funds will be used to install 985 LF of sidewalk and 1 ADA curbcut on Highland Avenue and Franklin Street.
3. Home/Building Repair	Cnty of Auglaize	Provides Affordable Measureable: 4.00 Units Repaired - Owner Funds will be used to rehab 4 owner- occupied units throughout Auglaize County.
4. Senior Centers	Cnty of Auglaize	Provides Improved Access Measureable: 22.00 Items of Equipment Purchased Funds will be used to purchase 20 cabinets, 1 whirlpool bathtub, and 1 nurses diagnostic station at the Auglaize Acres Nursing Home.
5. Fair Housing Program	Cnty-wide	Measureable: 1.00 Standard Fair Housing Program To conduct standard FH program as described in State Plan, as amended.

P.M. & E: 

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

1. **GRANT EXECUTION.** This Agreement must be signed by the Grantee's authorized official, approved by its governing body, and returned to the Grantor within ten (10) 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 Environmental Release of Funds from the Grantor. Drawdown requests from the Grantee for specific activities under this Agreement will not be processed until the 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 Submission.

b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Submission.

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 Community Development Program and/or Community Housing Improvement Program (CHIP) funds.

a. Appoint one local fair housing coordinator for each Grantee, 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 OHCP.

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, conduct training activities and provide education material to residents of project/activity areas, or targeted protected populations, in which CDBG or HOME activities planned to be undertaken. Additionally, provide training and information to at least, three (3) 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 (10) 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. Maintain a list of the places of distribution dates of distribution, and estimated quantities and types of material distributed. 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 (5) or more units to OHCP Civil Rights Specialist. Grantees developing five (5) 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 Office of Housing and Community Partnerships (OHCP) 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, 2009**. Any work not completed by this time may not continue without written approval by the 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, 2009**.

7. **DRAWDOWN REQUESTS.** All drawdown requests from the Grantee for Grant Funds under this Agreement must be received by the Grantor by **January 31, 2010**.

8. **CLOSEOUT REQUIREMENTS.**

- a. Final Performance Reports for the Grantee's program, as described in Attachment C to this Agreement, must be submitted to the Grantor by **February 28, 2010**.

- 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(s) 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 of person, address, and social security number
2. Household size of the person
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, OHCP Residential Rehabilitation Standards (RRS));
2. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation", as prescribed by the 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 Non-Participating Jurisdiction Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OHCP's Residential Rehabilitation Standards (RRS).

Emergency home repair activities must meet the definition of "emergency" as included in the Grantor's Non-Participating Jurisdiction 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 Residential Rehabilitation Standards (RRS) section of the Grantor's Non-Participating Jurisdiction Housing Handbook.

12. PROJECT SPECIFIC CONDITIONS.

1. Federal prevailing wages will apply for construction contracts that exceed \$2000. Contact OHCP's Prevailing Wage Coordinator, at (614) 466-2285 for a copy of the latest federal wage rates or obtain them from the web site <http://www.access.gpo.gov/davisbacon/>.

13. Special Condition on Lead Based Paint.

1. 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:
 - a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by 24 CFR35.130 and get a receipt from the occupant that they have received the pamphlet.
 - b. 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.
 - c. 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.
 - d. 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 ODOD personnel upon request.
 - e. 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 ODOD to inspect these records upon request at any time during the three (3) years after completion.
 - f. 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 (3) years after completion of the project, and which shall be made available for ODOD inspection upon request at any time during this three (3) year time period.
 - g. Have work specifications prepared by persons who have, at a minimum, successfully completed the 1-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.
 - h. 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.

- i. 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 ODOD 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 ODOD 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.
 - j. 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.
 - k. 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. <SpecialCondition>

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 the Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by the Grantor, but shall not be construed to limit the 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 Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook.
4. Grantee shall retain all records, receipts, etc., for a period of four (4) 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, the Grantee shall submit a Certificate of Completion upon the expenditure of all Funds provided under this Agreement.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT D

GRANTEE ASSURANCES

The following assurances will be contained in this Agreement between the State of Ohio and the 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 complied with all the requirements of the clearinghouse process and that either:
 - a. Any comments and recommendations made by or through clearinghouses will be considered and appropriate remedial action(s) will be taken; or
 - b. The required procedures were followed and no comments or recommendations were received.
4. It has facilitated or will facilitate citizen participation by:
 - a. Providing adequate notices for two public hearings ten (10) days in advance of the hearing;
 - b. Holding two (2) 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.
5. 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.
 6. 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 Program 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).

7. 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.
8. 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. 276a) 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. 327-332, 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. It will comply with:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 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.
- 13. 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.

14. 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.
15. 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.
16. 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.
17. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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.).

23. 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.
24. 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.
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 fifteen (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 AUTHORIZING THE PURCHASE OF A MAIL SYSTEM FROM PITNEY BOWES FOR USE IN THE COUNTY COURTHOUSE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, the United States Postal Service has mandated that the postal meters which use letterpress technology to print indicia be retired by December 31, 2008; replacing said meter bases with a digital printing technology; and,

WHEREAS, the postal system used at the Courthouse is included in Phase IV of said mandate, thus causing the County to purchase a new and different postal system with digital printing technology; and,

WHEREAS, Pitney Bowes and Perry Corporation were contacted to present their postal systems; each company meeting with a Committee consisting of Co. Admin. Joe Lenhart, Board Clerk Connie Cordonnier, Prosecuting Attorney Office Administrator Pat Krugh and Co. Clerk of Courts Sue Ellen Kohler; and,

WHEREAS, proposals were presented by each company as follows:

Perry Corporation – Hasler system		Pitney Bowes – Pitney Bowes system	
\$5,559.00	Purchase price	\$4,999.00	
\$3,675.00	Weighing platform	\$3,000.00	
\$1,248.00	Meter rental (annual)	\$ 828.00	
<u>\$ 610.00</u>	Maintenance (annual)	<u>\$ 676.00</u>	
\$11,092.00	TOTAL COST	\$9,503.00	
	Difference - \$1,589.00;		

and,

WHEREAS, the Committee deliberated over the costs of the systems, as well, as the continuing costs; reviewing the use of the postage system, which will be located in the Courthouse, as it will be used by various County Offices and Departments; and,

WHEREAS, as Pitney Bowes quoted the lower cost, two businesses which have used the Pitney Bowes system were contacted in order to learn their opinions of how the system works, problems encountered, service response, etc.; each business was very pleased with the Pitney Bowes System; and,

WHEREAS, after much discussion, the Committee determined and agreed to recommend to the Board of County Commissioners the purchase of the Pitney Bowes Model #DM525 with a ten (10) pound scale and the "Weight-on-the-Way" option, including the annual meter rental of \$828.00 and the annual maintenance agreement of \$676.00 – total cost being \$9,503.00; this being the lowest and best bid received; and,

WHEREAS, it was also the recommendation of the Committee that this Pitney Bowes Mailing System be housed in the County Courthouse.

Resolution – continued
September 16, 2008
Purchase of Courthouse mailing system

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio , does hereby document receipt of the recommendation of the Mailing System Committee and, after deliberation, has authorized the purchase of a Pitney Bowes Model #DM525 with a 10 pound scale and “Weight-on-the-Way” option, also to include in purchase the annual meter rental and annual maintenance at the total cost of \$9,503.00; directing this mailing system to be placed in the County Courthouse; and,

BE IT FURTHER RESOLVED that it be known, Commissioner John N. Bergman will abstain from voting on this purchase for personal reasons; and,

BE IT STILL FURTHER RESOLVED that the Asst. Clerk of the Board encumber funds in the amount of \$9,503.00 for the above authorized purchase.

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

Adopted this
16th day of
September, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSTAIN

John N. Bergman

Douglas A. Spencer , *YES*

Douglas A. Spencer

Ivo J. Kramer , *YES*

Ivo J. Kramer

- cc: Pitney Bowes – Rex Wilges
✓Perry Corporation – David White
✓Clerk of Courts – Sue Ellen Kohler
✓Pros. Atty. Office Admin. – Pat Krugh
✓Asst. Clerk of the Board – Pat Hill

**IN THE MATTER OF APPROVING THE CONTRACT AND BOND OF EDGE EXCAVATING, LLC FOR THE
CARTWRIGHT DITCH PROJECT..**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following

RESOLUTION

WHEREAS, the Engineer's office has filed with this Board a contract and bond with Edge Excavating, LLC for labor and materials for said Cartwright Ditch project; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract and bond, as all appears to be in order.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract and bond with Edge Excavating, LLC as presented, for the Cartwright Ditch project, executing same; and,

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,


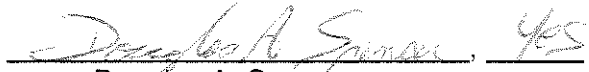
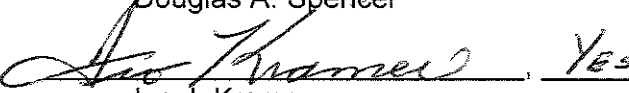
BE IT FURTHER RESOLVED that the Engineer's Secretary prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

BE IT FURTHER RESOLVED that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

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

Adopted this
16th day of
September, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


John N. Bergman yes

Douglas A. Spencer yes

Ivo J. Kramer Yes

cc: County Engineer

DITCH CONTRACT

Revised Code, Sec. 6131.41

In the Matter of the

CARTWRIGHT DITCH

SINGLE County Ditch Petitioned for by LEE CARTWRIGHT, MICHAEL GIBSON *and others.*

THIS AGREEMENT, *made and entered into on this* 9th *day of* September 2008,
by and between the County Commissioners of AUGLAIZE COUNTY,
Ohio, and hereinafter designated as "First Party," and EDGE EXCAVATING, LLC.
of 1715 EASTOWN ROAD, ELIDA, OH 45807 *hereinafter*
designated as "Second Party."

WITNESSETH, THAT SAID "SECOND PARTY," For and in consideration of the sum
of THIRTEEN THOUSAND ONE HUNDRED THIRTY FIVE AND 05/100
(\$ 13,135.05) *Dollars, to be paid as hereinafter specified, hereby agree to furnish unto said*
"First Party." all the necessary materials, and do all the work and labor required to construct the
CARTWRIGHT DITCH *improvement, petitioned for by* LEE CARTWRIGHT, MICHAEL
GIBSON, *and others, in accordance with plans, drawings and specifications for the same hereto*
attached, which plans, drawings and specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor
promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in
charge, without hindrance or delay to any other branch or class of work on said

CARTWRIGHT DITCH, *and to work in harmony with and to render such assistance to other*
branches of work as their connection therewith and the progress of the CARTWRIGHT DITCH
may require. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before
the 1st *day of* DECEMBER , 2008.

AND SAID "FIRST PARTY," *for and in consideration of the true and faithful performance of*
said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second
Party" said sum of THIRTEEN THOUSAND ONE HUNDRED THIRTY FIVE AND
05/100 (\$ 13,135.05) *Dollars, in installment from time to time, upon the certificate of acceptance*
of the County Engineer and as provided by law.

Now if the said

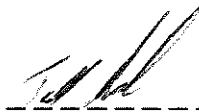
EDGE EXCAVATING, LLC.

of

1715 EASTOWN ROAD, ELIDA, OHIO 45807

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

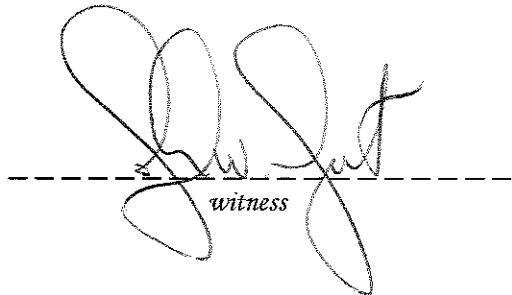


signed - owner


witness

Edge Excavating LLC

company - contractor


witness

4408 N. Kemp Rd.

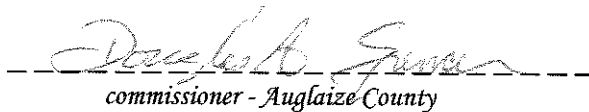
street

Elida Oh 45807

city, state, zip

The above CONTRACT and attached BOND being good and sufficient is approved this

9th day of SEPTEMBER, 2008.


commissioner - Auglaize County
commissioner - Auglaize County
commissioner - Auglaize County

BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the CARTWRIGHT DITCH

Single County Ditch No.

ON CONTRACT FOR WORK, LABOR, AND MATERIALS

Petitioned for by LEE CARTWRIGHT, MICHAEL GIBSON

and others.

KNOW ALL MEN BY THESE PRESENTS, *That we,* EDGE EXCAVATING, LLC.

of 1715 EASTOWN ROAD, ELIDA, OHIO 45807 , as Principal, and

WESTERN SURETY COMPANY, as sureties, are held and firmly bound unto

the state of Ohio for the benefit of AUGLAIZE COUNTY and for the benefit of any owner

having a right of action thereon as is provided by law, in the penal sum of THIRTEEN

THOUSAND ONE HUNDRED THIRTY FIVE AND 05/100 (\$ 13,135.05) Dollars,

to the payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves,

our heirs, executors and administrators.

Signed by us, and dated this NINTH day of SEPTEMBER, 2008

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, Whereas, the above bound EDGE EXCAVATING, LLC. of 1715 EASTOWN ROAD, ELIDA, OHIO 45807, have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and perform the work and labor for the construction of the CARTWRIGHT DITCH improvement petitioned for by LEE CARWRIGHT & MICHAEL GIBSON and others specified in said Contract, to the satisfaction and acceptance of the County Engineer, on or before the 1st day of DECEMBER, 2008 for the compensation of THIRTEEN THOUSAND ONE HUNDRED THIRTY FIVE AND 05/100 (\$ 13,135.05) Dollars,

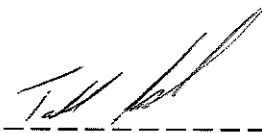
Second, to save the County from any loss caused by delay in completing the work or furnishing the material within the time and in the manner expressed in the contract, bid and specifications;

Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the contractor in the performance of his contract;

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said **EDGE EXCAVATING, LLC.** of **1715 EASTOWN ROAD ELIDA, OHIO 45807** shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of



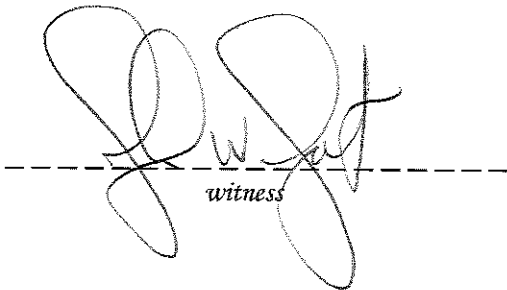
signed - owner



witness

Edge Excavating, LLC.

company - contractor



witness

1715 Eastown Road

street

Elida, Ohio 45807

city, state, zip

The above bond being good and sufficient is approved this **9th** day of **September**, 2008.



commissioner - Auglaize County



commissioner - Auglaize County



commissioner - Auglaize County

IN THE MATTER OF AUTHORIZING BUEHLER ASPHALT PAVING, INC. TO PAVE THE PARKING LOT AT THE AUGLAIZE COUNTY TITLE DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners have determined that the parking lot at the County Title Department building is in need of new pavement; and,

WHEREAS, Buehler Asphalt Paving, Inc. was contacted to prepare and submit a quotation for proper paving of said county owned area of the parking lot located at the Title Department; and,

WHEREAS, Buehler Asphalt Paving, Inc. submitted the following quotation for above mentioned work:

RE: Title Dept. and license bureau – Wapak

Area North of building: 608 Sq. Yds.

Grind this area where new pavement meets existing pavement and along concrete.

Clean and tack coat existing pavement.

Place and compact 1-1/2" asphalt surface course.

TOTAL COST: \$5,700.00

NOTE: If less area is paved deduct \$9.00 per Sq. Yd.

Area west of building between sidewalk (38' X 11', 49' X 7')

Grind along sidewalk and between sidewalk and curb.

Clean and tack coat this area.

Place and compact 1-1/2" asphalt surface course.

TOTAL COST: \$1,400.00.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby accept the quotation of Buehler Asphalt Paving, Inc. and authorizing said company to pave the parking lot at the Auglaize County Title Department at the cost of \$7,100.00; and,

BE IT FURTHER RESOLVED that the Asst. Clerk of the Board is directed to encumber \$7,100.00 to Buehler Asphalt Paving Inc. for the above authorized project.

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

Adopted this
16th day of
September, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Ivo J. Kramer, YES
Ivo J. Kramer

cc: Buehler Asphalt Paving, Inc.
Asst. Clerk of the Board – Patricia Hill

County Commissioners' Office
Auglaize County, Ohio
September 16, 2008

No 08-358

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT WITHIN THE BOARD OF ELECTIONS APPROPRIATION.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 16th day of September, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board did receive the following correspondence from Director Carolyn Campbell:

The Auglaize County Board of Elections is requesting a budget adjustment from:

**001.0301.530800 - Advertising & Printing
to:
001.0301.530600 - Continuing Services**

in the amount of: \$5,000.00

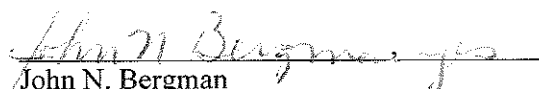
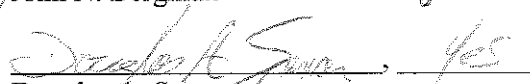

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following budget adjustment:

**From: 001-0301-530800 – Advertising & Printing
Amount: \$ 5,000.00
To: 001-0301-530600 – Continuing Services**

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

Adopted this 16th day
Of September, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


John N. Bergman

Douglas A. Spencer

Ivo J. Kramer

Cc: ✓ County Auditor
✓ Board of Elections

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN AUGLAIZE COUNTY JOB AND FAMILY SERVICES AND SOURCES FOR TRANSPORTATION SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary for the Auglaize County Department of Job & Family Services to contract for transportation services for eligible individuals as determined by said Job & Family Services; said Job & Family Services Department has such a contract with SOURCES; and,

WHEREAS, due to the increase cost of fuel, an increase in transportation charges must be applied to this contract; and,

WHEREAS, a Memorandum of Understanding has been negotiated between the Auglaize County Department of Job & Family Services and SOURCES to cover the increase in transportation charges; and,

WHEREAS, the costs for this service , effective October 10, 2008, allowing a thirty day notice, will be \$1.00 per mile being charged within 40 miles of the County Seat or \$1.30 per mile if distance is over 40 miles from County Seat; and,

WHEREAS, the MOU has been approved by the Auglaize County Department of Job & Family Services with the Board of County Commissioners being asked to approve and execute this MOU.

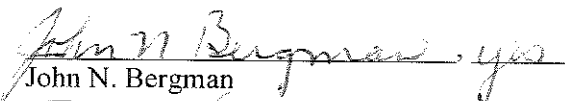
THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the Memorandum of Understanding between Auglaize County Department of Job & Family Services and SOURCES for transportation services cost increases as mentioned above; and,

BE IT FURTHER RESOLVED that said Board ratifies the execution of said contract.

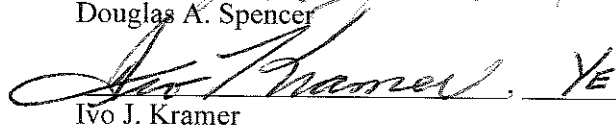
Mr. Kramer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
16th day of
September, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


John N. Bergman


Douglas A. Spencer


Ivo J. Kramer

cc: County Department of Job & Family Services--
Michael Morrow

EXHIBIT G
MEMORANDUM OF UNDERSTANDING

The Mercer County Commissioners have applied for funds through the Ohio Coordination Program to coordinate existing transportation services within Auglaize and Mercer Counties. SOURCES Community Network Services has been designated as the lead agency and will administer the COLT Transportation System, hereinafter known as the Project. The Project budget is not expected to exceed \$300,500.00 for the year January 1, 2008 through December 31, 2008.

County human services agencies and transportation providers are encouraged to participate in the project. These agencies, hereinafter referred to as Participating Agencies, agree:

1. To coordinate with transportation scheduling to the fullest extent possible;
2. Refer any transportation calls which cannot be handled to the lead agency;
3. Integrate transportation trips within its regularly scheduled service in a coordination effort to the fullest extent possible;
4. Coordinate any appropriate service with the Lead Agency such as grant writing, ride sharing, planning, and training;
5. Attend quarterly Task Force meetings;
6. Promote the Project in the community and seek out opportunities to enroll new agencies.
7. Bill the Lead Agency for those referral trips at a rate not to exceed the current mileage charge of the COLT Transportation System, \$.90 per mile; and
8. Receive billing for trips referred at a rate of \$1.00 per mile within forty (40) miles of the County seat, and \$1.30 per mile for trips that exceed forty (40) miles from the County seat.

This project is contingent upon the availability of sufficient state and local funds.

This agreement can be cancelled at any time by consent of either party with a written 30 day notice.

This Memorandum of Understanding is effective and signed this 10th day of Oct., 2008.

SOURCES Community Network Services

Lead Agency

Debra D. Shrew
Authorized Official

Director
Title

9/5/08
Date

ACDJFS

Participating Agency

Mike [Signature]
Authorized Official

Director
Title

9-10-08
Date

**IN THE MATTER OF AUTHORIZING THE SALE OF EXCESS COUNTY PROPERTY BY PRIVATE SALE
PURSUANT TO OHIO REVISED CODE 307.12.**

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 16th day of September, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners is in possession of three tow away zone signs which are not needed for public use; and,

WHEREAS, a private offer to purchase one tow away zone sign has been received by the Board of County Commissioners; and,

WHEREAS, pursuant to Ohio Revised Code Section 307.12(B)(1), the Board of County Commissioners may sell said property/sign by private sale without advertisement or public notification provided the fair market value of the property is less than \$2,500.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the private sale of excess county property, in the form of a tow away zone sign, at the cost of \$25.00; said sale being pursuant to Ohio Revised Code Section 307.12(B)(1); and,

BE IT FURTHER RESOLVED that if and/or when the opportunity presents itself to sell the remaining excess property in the form of two tow away zone signs, the Board does authorize said signs to be sold at \$25.00 each.

Mr. Kramer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
16th day of
September, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, YES
Douglas A. Spencer

Ivo J. Kramer, YES
Ivo J. Kramer