

IN THE MATTER OF APPOINTING EDGAR CLEM TO THE POSITION OF RECYCLING LABORER FOR THE AUGLAIZE COUNTY SOLID WASTE DISTRICT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Scott Cisco, Auglaize County Solid Waste/Recycle Coordinator, recommended to the Board of County Commissioners the employment of a recycling laborer/truck driver for the current vacancy in the department; and,

WHEREAS, the Board solicited resumes for the position, receiving a resume; and,

WHEREAS, two candidates were interviewed for the position by the Board of County Commissioners, Solid Waste/Recycle Coordinator Scott Cisco and County Administrator Erica Preston; and,

WHEREAS, after the interview, Mr. Cisco recommended to the Board that the appointment for the recycling laborer be made to Edgar Clem.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby appoint Edgar Clem to the position of Recycling Laborer for the Auglaize County Solid Waste/Recycle District, appointment contingent upon a successful completion of his background check; and,

BE IT FURTHER RESOLVED that Mr. Clem's rate of pay to be established at \$20.00 per hour with a potential increase of \$0.25 following the successful completion of the 180 day probationary period.

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

Adopted this
14th day of
April, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSENT
Douglas A. Spencer

cc: Solid Waste/Recycle Coordinator
Auditor
Edgar Clem

IN THE MATTER OF AUTHORIZING THE AUGLAIZE COUNTY COMMUNITY IMPROVEMENT CORPORATION TO ACT AS THE AGENT FOR THE COUNTY, PURSUANT TO OHIO LAW, TO SELL CERTAIN PROPERTIES OWNED BY THE COUNTY WITHOUT COMPETITIVE BIDDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Ohio law allows Auglaize County to designate a Community Improvement Corporation (hereinafter CIC) organized under Ohio Revised Code Chapter 1724 as the agency for the industrial, commercial, distribution, and research development of Auglaize County when the County has determined that it is its policy to promote the health, safety, morals, and general welfare of its inhabitants through such a designation; and,

WHEREAS, the Auglaize County CIC is organized under Ohio Revised Code Chapter 1724; and,

WHEREAS, the Auglaize County Commissioners have determined that it is the policy of Auglaize County to promote the health, safety, morals, and general welfare of its inhabitants through the designation of a community improvement corporation as such agency; and,

WHEREAS, the County Commissioners have designated the Auglaize County CIC as an agent for the industrial, commercial, distribution, and research development of Auglaize County through Resolution No. #21-100, enacted on March 9, 2021; and,

WHEREAS, pursuant to Ohio Revised Code Section 1724.10 a County that has taken such action may authorize its CIC to sell or lease lands or interests in lands owned by the political subdivision that it determines are not necessary for its purposes; and,

WHEREAS, such property may only be sold or leased for uses determined by the political subdivision that will promote the welfare of the people of the political subdivision, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people in the political subdivision and will provide opportunities for their gainful employment.

NOW THEREFORE BE IT RESOLVED that the Auglaize County Commissioners find that the following property, owned by the County, is no longer needed by it:

10 Market Street, New Hampshire, Ohio Parcel No. D12-012-020-00
Prior Deed Reference: Deed OR 689, pages 933-934

BE IT FURTHER RESOLVED, that the Auglaize County CIC, or its designated representative, has authority to discuss the sale of said properties with interested purchasers; and,

BE IT STILL FURTHER RESOLVED, that upon the receipt by the Auglaize County CIC of an offer to purchase any of the properties listed above that in its opinion will promote the welfare of the people of the political subdivision, stabilize the economy, provide employment, and assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people in the political subdivision and will provide opportunities for their gainful employment, the Auglaize County CIC, through its designated representative, will present that offer to the Board of County Commissioners for its consideration; and,

BE IT STILL FURTHER RESOLVED, that at that time, based upon all the facts and the circumstances of the particular offer to purchase and the recommendation of the Board of the C.I.C., the County Commissioners will consider accepting that offer to purchase or making a counteroffer for the sale of the property.

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

Adopted this
14th day of
April, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

ABSENT
Douglas A. Spencer

cc: CIC
✓ Board of County Commissioners Auglaize

IN THE MATTER OF ELECTING TO TAKE THE “STANDARD ALLOWANCE” OF UP TO \$10,000,000 AS THE AMOUNT OF REVENUE LOSS FOR USE FOR THE PROVISION OF GOVERNMENTAL SERVICES UNDER SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the “American Recue Plan Act of 2021” (ARP), H.R. 1319, Public Law 117-2, was signed into law by the President of the United States on March 11, 2021; and,

WHEREAS, Section 603(b)(3) of ARP sets aside a sum of funds available to Counties for use in accordance with its provisions referred to as the “Coronavirus Local Fiscal Recovery Fund” (CLFRF); and,

WHEREAS, Section 603(C)(1)(C) of ARP allows use of such funds for the provision of government services to the extent of the reduction in revenue of such county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency; and,

WHEREAS, the US Treasury has adopted various rules attached to the use of these funds, having issued a Final Rule on January 6, 2022; and,

WHEREAS, 35.6(d) of the Final Rule provides for the use of a “standard allowance” or for the use of a calculation formula by which an entity may determine the amount of “revenue loss” pursuant to Section 603(C)(1)(C) of ARP, but provides that recipients “must make a one-time election” between those options; and,

WHEREAS, the election provided for under 35.6(d)(1) of the Final Rule allowing a recipient to take up to \$10,000,000 as a standard allowance provides the County with more certainty as to exactly how much “revenue loss” funds may be used to provide for the provision of government services over the multi-year performance period allowed for use of ARP funds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, State of Ohio:

That we do hereby elect, under § 35.6(d)(1) of the Final Rule, to take up to \$10,000,000 as a “standard allowance” for the provision of government services”; and,

BE IT FURTHER RESOLVED that use of this standard allowance may be for the direct providing of government services, or they may be used as a secondary/additional legal justification or support for an ARP funded project/purchase in the event such a project was later deemed not to be otherwise appropriate for funding use under Section 603(C)(1)(A)(B) or (D) of the ARP.

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

Adopted this
14th day of
April, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

ABSENT
Douglas A. Spencer

ec: Auditor

IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE PROPOSALS FOR THE DEMOLITION OF A COMMERCIAL PROPERTY LOCATED AT 107 E. BREMEN STREET IN THE AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners on the behalf of the Village of New Knoxville would like to demolish a commercial building located at 107 E. Bremen Street, New Knoxville, Ohio using PY2021 CDBG Allocation Funds; and,

WHEREAS, specifications have been drafted for the demolition project, making it necessary to set a date and time to open proposals for said project.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby set **May 5, 2022 at 10:00 a.m.** as the following time to receive proposals in the Commissioners' Chambers, located at 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio for the demolition of structure located at 107 E. Bremen Street, New Knoxville, Ohio.

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

Adopted this
14th day of
April, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Y
David Bambauer

John N. Bergman, Y
John N. Bergman

ABSENT
Douglas A. Spencer

cc: Village of New Knoxville
Poggemeyer Design Group

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

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

Phone: 419-739-6710

Fax: 419-739-6711

April 13, 2022

TO: Wapakoneta Daily News

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: CLASSIFIED AD

Please publish the following **Classified Ad** in the Evening Leader and the Wapakoneta Daily News for three (3) days as follows: **Thursday, April 14, 2022, Friday, April 15, 2022 and Saturday, April 16, 2022.**

DEMOLITION WORK. The Board of Auglaize County Commissioners is demolishing a commercial building in Auglaize County. Proposals are available from the BOCC's Office for the demolition project and will be due on May 5, 2022 at 10:00 a.m. at 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio. Any questions please, call 419-739-6710.

Also please send the invoice and certificate of publication to:

Board of Auglaize County Commissioners
209 S. Blackhoof Street, Room 201
Wapakoneta, Ohio 48595

Thank you,

Esther Leffel
Board of Auglaize County Commissioner Clerk

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM GRANT AGREEMENT – SECOND AMENDMENT FOR PROGRAM YEAR 2021.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners adopted resolution number #21-453 on October 28, 2021, authorizing the execution of grant agreement B-F-21-1AF-1 to the State of Ohio, Department of Development, in the amount of \$1,698,000.00 in Community Development Block Grant (CDBG) Community Development Allocation funds; and,

WHEREAS, the Board of Auglaize County Commissioners adopted resolution number #21-542 on December 16, 2022 authorizing the execution of the first grant amendment for the grant agreement B-F-21-1AF-1; and,

WHEREAS, the Board has received notice from the Ohio Department of Development: Due to construction inflation, material cost increases/shortages, and the current bidding market, two activity outcomes are being amended for the Village of Buckland NRG Grant; and,

WHEREAS, the Ohio Department of Development has provided the Board with the Second Amendment to the PY2021 CDBG 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, David Bambauer, to execute the Second Amendment to the Community Development Block Grant (CDBG) Allocation Program Grant Agreement for PY 2021 (B-F-21-1AF-1).

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

Adopted this
14th day of
April, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSENT
Douglas A. Spencer

Attachment

cc: Ohio Department of Development
Pogemeyer Design Group
Auditor

**OFFICE OF COMMUNITY DEVELOPMENT
2021 COMMUNITY DEVELOPMENT PROGRAM
AMENDED SCOPE OF WORK AND BUDGET**

I. GENERAL DATA

Grantee : Auglaize County Commissioners Grant Number : B-F-21-1AF-1
Vendor I.D.No : 0000104153 Total Grant Award : \$ 1,698,000
Program Rep : Thomas Perry Administrative Agency : Auglaize County Commissioners
Application Submitter : Esther Leffel Administrative Contact : Esther Leffel
Community CEO : David Bambauer Title : Utility Clerk
CEO Title : Chief Executive Officer Address : 209 S Blackhoof St, Room 201
Address : 209 S Blackhoof St Wapakoneta, OH 45895
Phone Number : Wapakoneta, OH 45895 Admin Phone Number : (419) 739-6710
Fax Number : (419) 739-6710 Admin Fax Number :
Email Address : dbambauer@auglaizecounty.org Admin Email Address: eleffel@auglaizecounty.org
County : Auglaize % of Grant for Admin/FH :
Amendment # : 1 % of Project \$ - LMI Benefit : 0.00 %
% of Project \$ - Public Serv : 0.00 %

II. GRANT DEADLINES

Award Date : 9/1/2021 Work Completion Date : 8/31/2023 Draw Date : 9/30/2023 Grant Completion Date : 10/31/2023

**OFFICE OF COMMUNITY DEVELOPMENT
2021 COMMUNITY DEVELOPMENT PROGRAM
AMENDED SCOPE OF WORK AND BUDGET**

III. PROJECT DESCRIPTION

AMENDMENT:

Due to construction inflation, material cost increases/shortages, and the current bidding market, two activity outcomes are being amended for the Village of Buckland NRG grant. The proposed changes are as follows:

Existing NRG Activities/Budgets/Outcomes: \$725,000

5-1 Flood & Drainage \$257,300

Installation of 2600LF curb/gutter and 16 catch basins

5-2 Parking facilities \$96,700

Resurfacing 43,000SF of parking (100 spaces/4 ADA spaces)

5-3 Parks & Rec Facilities \$241,900

Construction of 1 basketball court and 1 restroom (South Park area)

5-4 Sidewalk Improvements \$129,100

Installation of 9880SF sidewalk and 10 ADA curb ramps

Proposed/Amended NRG Activities/Budgets/Outcomes: \$725,000

5-1 Flood & Drainage Amended \$351,000

Installation of 2600LF curb/gutter and 16 catch basins

5-2 Parking Facilities Amended \$118,000

Resurface 40500SF of parking (78 spaces/4 ADA spaces)

5-3 Parks & Rec Facilities Amended \$46,600

Construction at South Park area canceled. Proposed construction of 1 Basketball Court at Community Park area

5-4 Sidewalk Improvements Amended \$209,400

Installation of 3300LF of sidewalk and 11 ADA curb ramps

Auglaize County will use \$1,698,000 to complete 2 Neighborhood Revitalization grants, 2 CD Allocation projects, as well as admin and Fair Housing. First, \$725,000 will be used in the Village of Buckland for flood and drainage, parking facilities, parks and recreations, and sidewalks. These projects will benefit 305 people that are 60.7% LMI. Next, \$715,000 will be used in the Village of Waynesfield for flood and drainage, utility poles, sewer facilities, sidewalks, streets, and water facilities. These projects will benefit approximately 494 people who were surveyed and found to be 65% LMI. Next, \$113,400 will be used to improve walkways and install park equipment in the City of St. Mary's. This project will benefit 710 people in the immediate block group that are 65.5% LMI. Next, \$30,000 will be used to demolish one slum and blight certified building in New Knoxville. Lastly, \$108,600 will be used for admin and \$3,600 for Fair Housing.

**OFFICE OF COMMUNITY DEVELOPMENT
2021 COMMUNITY DEVELOPMENT PROGRAM
AMENDED SCOPE OF WORK AND BUDGET**

IV. SOURCE OF FUNDS

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
City of St. Marys	\$ 17,300	CDBG E.D. Program Income	Grant	N/A	N/A
Village of Buckland	\$ 102,700	State and Local Funds	Grant	N/A	N/A
Village of New Knoxville	\$ 7,665	State and Local Funds	Grant	N/A	N/A
Village of Waynesfield	\$ 327,235	State and Local Funds	Grant	N/A	N/A
Grant Funds	\$ 1,698,000				
Total	\$ 2,152,900				

V. AWARDED PROGRAM BUDGET

Project Category / Activity Name	Total Cost	CDBG Allocation	Other Funds Amount - Source
1-General / Administration			
1-Fair Housing Program	\$ 6,000	\$ 6,000	\$ 0
2-General Admin	\$ 108,600	\$ 108,600	\$ 0
1-General Administration Subtotal	\$ 114,600	\$ 114,600	\$ 0
2-New Knoxville Demolition/Clearance			
1-Demolition / Clearance	\$ 37,665	\$ 30,000	\$ 7,665 Village of New Knoxville
3-St. Marys Armstrong Park Imprvrmts			
1-Parks & Rec. Facilities	\$ 130,700	\$ 113,400	\$ 17,300 City of St. Marys
4-Village of Waynesfield NRG			
1-Flood & Drainage Facilities	\$ 216,300	\$ 156,300	\$ 60,000 Village of Waynesfield
2-Public Utilities	\$ 5,000	\$ 5,000	\$ 0
3-Sewer Fac. Improvements	\$ 46,000	\$ 46,000	\$ 0
4-Sidewalk Improvements	\$ 167,800	\$ 61,800	\$ 106,000 Village of Waynesfield
5-Street Improvements	\$ 392,135	\$ 295,900	\$ 96,235 Village of Waynesfield
6-Water Fac. Improvements	\$ 215,000	\$ 150,000	\$ 65,000 Village of Waynesfield
4-Village of Waynesfield NRG Subtotal	\$ 1,042,235	\$ 715,000	\$ 327,235
5-Village of Buckland NRG			
1-Flood & Drainage Facilities	\$ 399,900	\$ 351,000	\$ 48,900 Village of Buckland
2-Parking Facilities	\$ 135,520	\$ 118,000	\$ 17,520 Village of Buckland
3-Parks & Rec. Facilities	\$ 53,000	\$ 46,600	\$ 6,400 Village of Buckland
4-Sidewalk Improvements	\$ 239,280	\$ 209,400	\$ 29,880 Village of Buckland
5-Village of Buckland NRG Subtotal	\$ 827,700	\$ 725,000	\$ 102,700
Total Awarded	\$ 2,152,900	\$ 1,698,000	\$ 454,900

**OFFICE OF COMMUNITY DEVELOPMENT
2021 COMMUNITY DEVELOPMENT PROGRAM
AMENDED SCOPE OF WORK AND BUDGET**

VI. PROGRAM DATA

Project Name	Beneficiaries	LMI Percent	National Objective
2-New Knoxville Demolition/Clearance	925	29.19 %	Slum & Blight (SBA)
3-St. Marys Armstrong Park Imprvrmnts	710	65.49 %	Area Wide Benefit (LMA)
4-Village of Waynesfield NRG	494	65.00 %	Area Wide Benefit (LMA)
5-Village of Buckland NRG	305	60.66 %	Area Wide Benefit (LMA)
.....			
Total Beneficiaries	2,434		

VII. SERVICE AREA

Project Name	County Name	Census Tract Number /Benefiting Jurisdiction	Block Group Number	Activity Qualified
2-New Knoxville Demolition/Clearance		New Knoxville	ALL	Slum & Blight (SBA)
3-St. Marys Armstrong Park Imprvrmnts	11 - Auglaize County	0406.00	2	Census
4-Village of Waynesfield NRG		Waynesfield	ALL	Survey
5-Village of Buckland NRG		Buckland	ALL	Census

VIII. PROGRAM OUTCOMES

Project Name/ActivityName	Units	Outcomes
1-General Administration		
1-Fair Housing Program	1.00	Standard Fair Housing Program
2-New Knoxville Demolition/Clearance		
1-Demolition / Clearance	1.00	Structures Demolished
3-St. Marys Armstrong Park Imprvrmnts		
1-Parks & Rec. Facilities	3.00	General Park Improvements
	144.00	Ln. Ft. of Walkway
4-Village of Waynesfield NRG		
1-Flood & Drainage Facilities	4.00	Culverts / Catch Basins Installed
	220.00	Linear Feet
2-Public Utilities		
	1.00	Utility Poles/Lines Relocated
3-Sewer Fac. Improvements		
	1.00	Items of Equip. Installed/Repaired

**OFFICE OF COMMUNITY DEVELOPMENT
2021 COMMUNITY DEVELOPMENT PROGRAM
AMENDED SCOPE OF WORK AND BUDGET**

4-Sidewalk Improvements	2.00	Curbcuts Installed
	1100.00	Linear Feet
	1100.00	Linear Feet of Curbs
5-Street Improvements	550.00	Linear Feet
6-Water Fac. Improvements	2.00	Fire Hydrants Installed
	1.00	Items of Equip. Installed/Repaired
	1100.00	Linear Feet
	1.00	Water Valves Installed
5-Village of Buckland NRG		
1-Flood & Drainage Facilities	16.00	Culverts / Catch Basins Installed
	2600.00	Linear Feet
2-Parking Facilities	40500.00	Square Feet of Pavement / Landscapping
3-Parks & Rec. Facilities	1.00	Athletic Flds / Crts Installed / Repair
	0.00	Restroom Facilities Installed
4-Sidewalk Improvements	11.00	Curbcuts Installed
	3300.00	Linear Feet

OFFICE OF COMMUNITY DEVELOPMENT
2021 COMMUNITY DEVELOPMENT PROGRAM
AMENDED SCOPE OF WORK AND BUDGET

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

GRANTEE:

Auglaize County Board of Commissioners

Authorized Official

By: David Bambara
Printed Name: David Bambara
Title: BOCC President
Date: April 14, 2022

GRANTOR:

State of Ohio
Department of Development

Lydia L. Mihalik, Director

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

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A CONTRACT WITH CTL ENGINEERING, INC. FOR THE TECHNICAL ASSISTANCE AND CONSULTING SERVICES FOR THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BROWNFIELD REMEDIATION GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners wishes to contract with CTL Engineering, Inc. to provide technical assistance and consulting services for the Ohio Department of Development (ODOD) Brownfield Remediation Grant Program; and,

WHEREAS, the fees for the Brownfield Remediation Grant Program up to a sum of \$50,000.00; and,

WHEREAS, CTL Engineering, Inc. has prepared a contract for the Board's review and execution; and,

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

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for technical assistance and consulting services for the Ohio Department of Development (ODOD) Brownfield Remediation Grant Program as the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambauer, to execute said contract.
Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
14th day of
April, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer Y
David Bambauer

John N. Bergman Y
John N. Bergman

ABSENT
Douglas A. Spencer

cc: CTL Engineering, Inc.

Article 1. CLIENT'S RESPONSIBILITIES

1.1 Client shall provide to CTL such information as is available to CLIENT and CLIENT's consultants and contractors, and CTL shall be entitled to rely upon the accuracy and completeness thereof.

1.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, save and to hold CTL and CTL's sub-consultants harmless from and against all liability, damage, loss, claims demand, actions and expenses, (including attorney's fees and all other cost of defense) that arise out of, or are claimed to arise out of or be connected to the performance of the Client's Responsibilities under this Agreement (including inaccuracies or incompleteness with regard to information provided by or through CLIENT). The promise of indemnification in this Section shall not be construed to indemnify CTL for any loss or damage attributable to the negligent acts or omissions of CTL.

1.3 Entry. CLIENT shall ensure the right to entry onto PROJECT site for CTL.

Article 2. GENERAL CONDITIONS

2.1 CTL shall not be responsible for acts or omissions of any party or parties involved in the design or construction of the PROJECT when not retained directly by CTL.

2.2 Project Documents. When CTL does not prepare the Project Documents, CLIENT waives all claims against CTL arising from or in any way connected with errors, omissions, conflicts, or ambiguities contained therein.

2.3 CTL will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by CLIENT or its contractors, or safety precautions and programs incident thereto.

2.4 CTL Personnel. If CTL personnel are required to participate in claims involving the PROJECT arising from the work of others, CLIENT agrees to compensate CTL personnel for the time expended at CTL personnel's standard fee schedule. Upon request, CLIENT agrees to advance to CTL personnel a retainer for the estimated expected services.

2.5 Samples and Records. Unless stated otherwise in the accompanying Proposal, CTL will retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded. CTL will retain all pertinent records relating to the services performed for a period of one (1) year following submission of the report, during which period the records will be made available to CLIENT.

2.6 Various Investigations. If the scope of CTL's services includes a particular investigation of specific areas of buildings or samples of materials, CLIENT acknowledges that the investigation conducted and resulting report is not intended to represent an inspection of the entire building or of the materials sampled. There is and can be no guarantee that conditions at the point of testing will be identical to that of the entire testing site. Accordingly, CLIENT understands that conditions discovered during the course of the PROJECT, may result in variance to the original report and cause delay or increased cost.

2.7 CTL shall retain the copyright on all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by CTL as instruments of service. CTL will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or its authorized representative or as required by law.

Article 3. INSURANCE & BONDS

3.1 CTL maintains the following insurance for which it will provide an insurance certificate upon request: Worker's Compensation

Insurance; Professional Liability Insurance; General Liability Insurance; Auto Insurance.

3.2 Additional Insurance/Bonds. If CTL is required to obtain additional insurance to what it normally maintains or payment/performance bonds, the cost of such additional insurance/bonds shall be a reimbursable additional expense.

Article 4. LIMITATIONS ON LIABILITY / STANDARD OF CARE

4.1 To the maximum extent permitted by law, Client agrees to limit CTL's liability for CLIENT's damages, in contract, tort or otherwise, including consequential, exemplary, special, incidental or punitive damages and lost profits, to the sum of \$10,000 or CTL's fee, as provided in the Proposal, whichever is greater. This limitation shall apply to all causes of action in the aggregate.

4.2 CTL will exercise that degree of care and skill ordinarily exercised by engineering/testing firms providing similar services. Notwithstanding anything to the contrary CTL makes no other warranties, express or implied. CTL will provide only those services that, in the opinion of CTL, lie within the technical professional areas of skill of CTL and which CTL is adequately staffed and equipped to perform under the general direction of a Registered Professional Engineer.

Article 5. PAYMENT

5.1 CLIENT will pay CTL for services and expenses in accordance with the Unit Rates stated in the Proposal and if applicable, in accordance with CTL's Standard Fee Schedule. CTL's invoices will be presented at the completion of its work or monthly and shall be paid in full within thirty (30) days of receipt by CLIENT or its authorized representative.

5.2 Invoices that remain unpaid beyond thirty (30) days will be considered delinquent and shall be subject to a service charge at a rate of 1.0% per month of the unpaid balance amount. In the event that any invoice remains delinquent for 90 days or more, CTL reserves the right to suspend or terminate this Agreement and pursue any remedies available by law. In the event of suspension/termination CTL shall have no liability to client for delay or damages caused by such suspension or termination. If collection proceedings are initiated against CLIENT for any delinquent amount, CLIENT agrees to pay CTL's attorney's fees and collection costs.

5.3 CTL shall be paid in full for all services under this Agreement, including any overruns, or unforeseen services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT or others for compensation as a result of additional work completed. Such claims shall not delay payment of fees for services performed by CTL.

5.4 Payment: Client shall pay CTL within 30 days of receipt of CTL's invoice. If Client objects to said invoice it will provide detailed reasons for such objections within 10 days of receipt thereof. Interest at the statutory rate shall begin accruing 60 days after receipt of such invoice and if an invoice remains unpaid 90 days after receipt CTL shall have the right to immediately suspend services or terminate this Agreement without any liability to Client. CTL may pursue any remedies available by law including but not limited to collection proceedings. If CTL initiates collection proceedings against Client for any delinquent amount, Client agrees to pay CTL's attorney's fees and collection costs.

Further, Client agrees it shall not withhold any payment to CTL unless and to the extent Owner withholds payments to Client because of faulty work of CTL, even if Client erred in estimating the amount of work or duration of hours required to be performed by CTL and its subcontractors.

Article 6. NON-SOLICITATION AND LIQUIDATED DAMAGES

From the date of commencement of services until one year following the completion of services, CLIENT agrees that it shall not solicit or offer or provide employment to any CTL employee performing the services under this Agreement without the express written permission of an authorized CTL representative. CLIENT agrees that any such solicitation, offer or employment of any CTL employee who performed services under this Agreement would cause great or irreparable harm to CTL and that CTL would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the CTL employee (or former employee as the case may be) representing the cost of training a new employee. Accordingly, CLIENT agrees to pay CTL as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.

Article 7. TERMINATION

This Agreement may be terminated by either party upon receipt of written notice or by mutual written agreement. Termination shall be effective upon receipt of written notice by the non-terminating party, or immediately upon execution of a mutual written agreement. If this Agreement is terminated by either party, CTL shall be paid in full for all services, including overhead and profit, performed through the termination date and those expenses caused by the termination. CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

Article 8. MISCELLANEOUS

8.1 Integration and Binding Effect. This Agreement supersedes all prior understandings and agreements between the parties and binds the parties hereto, and their assigns and legal representatives of any type whatsoever, and shall not be modified unless done so in writing and signed by both parties.

8.2 Governing Law. This Agreement shall be interpreted, construed by and in accordance with the laws of the State of Ohio. In the event of litigation between the parties arising under or in connection with this Agreement, such litigation shall be brought in the Franklin County Court of Common Pleas or in the United States District Court for the Southern District of Ohio.

8.3 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the provisions hereof, which shall remain in full force and effect.

8.4 Mediation. In the effort to resolve any conflicts that arise CLIENT and CTL agree that as a condition precedent to litigation as provided in Section 8.2, all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree in writing otherwise. CLIENT and CTL further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties for those agreements.

8.5 Assignment. Neither CLIENT nor CTL may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

8.6 Waiver. The waiver by either party of any breach by the other party of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement.

8.7 Prevailing Wages. The Parties acknowledge that this Agreement is for professional services and is not subject to prevailing wage laws.

8.8 Equal Opportunity. CTL will comply with all applicable federal, state, and local government laws concerning discrimination. CTL does not discriminate against any party in violation of applicable laws for reasons including but not limited to: age, ancestry, citizenship, ethnicity, disability, race, religion, sex, sexual orientation, and veteran status.

8.9 Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, or by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt and shall be mailed to the addresses below.

8.10 Relationship. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CTL. CTL's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CTL because of this Agreement or the performance or nonperformance of services hereunder. Other than to CLIENT, CTL disclaims any duty to any other party or entity with respect to the materials or reports produced or services provided by CTL under this Agreement and no other party or entity may rely upon such without advance and express written permission of CTL and without such party or entity agreeing to be bound by the limitations, qualifications, terms, conditions, and indemnities set forth in this Agreement.

AGREEMENT FOR ENGINEERING AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is by and between CTL Engineering, Inc. ("CTL"), and

Auglaize County Board of Commissioners
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

("CLIENT"), who agree as follows:

PROJECT DESCRIPTION. CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The project is described as follows:

Project Name **ODoD Brownfield Grant Program Consulting**
Proposal No. **22|51|0108|COL|PPL**

SCOPE OF SERVICES. CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree as follows:

If to CTL,

CTL Engineering, Inc.
Attn: **Mr. C. K. Satyapriya**
2860 Fisher Road
P.O. Box 44548
Columbus, Ohio - 43204-3538
USA

If to CLIENT,

Auglaize County Board of Commissioners
Attn : **Erica L Preston**
209 South Blackhoof Street, Rm. 201
Wapakoneta,OH - 45895
USA

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

CTL Engineering, Inc.

(CTL)

Signature

Bipender Jindal P.E. Department Manager

Print Name & Title

Date

Auglaize County Board of Commissioners

(CLIENT)

Signature

David Cambauer, President

Print Name & Title

Date

April 14, 2022



STANDARD HOURLY FEE SCHEDULE

Personnel Category	Rate / Hour
VAP Certified Professional	\$195
Professional Engineer	\$180
AIA Architect	\$175
Project Manager	\$160
Senior Environmental Scientist	\$150
Staff Engineer	\$150
Asbestos/Lead Abatement Project Designer	\$135
Environmental Scientist	\$135
Asbestos/Lead Manager	\$125
CADD – Draftsperson	\$100
GIS	\$100
Certified Abatement Supervisor	\$100
Certified UST Installer	\$90
Demolition Foreman	\$90
Demolition Equipment Operator	\$80
Abatement Supervisor	\$68
Demolition Laborer	\$65
Equipment Operator	\$58
Abatement Worker	\$50
HazMat Technician	\$38
Administrative / Secretarial	\$55

IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF THE SUBGRANT 2022-BW-LEC-3001 FOR THE AUGLAIZE COUNTY SHERIFF'S OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Chief Deputy Michael Peterson and the Auglaize County Sheriff's Office, presented to the Board of County Commissioners a Subgrant Award Agreement for funding for Body Worn Camera Program through from the Recovery Ohio Law Enforcement, Justice Program Services through the State of Ohio Office of Criminal Justice Services for award period 07/01/2021 to 06/30/2022; and,

WHEREAS, it is necessary that the Board of County Commissioners sign this subgrant award agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Subgrant Award Agreement 2022-BW-LEC-3001 for the Auglaize County Sheriff's Office through the Recovery Ohio Law Enforcement, Justice Program Services; and,

BE IT FURTHER RESOLVED that the Board does authorize the execution of said grant agreement by Erica L. Preston, Auglaize County Administrator.

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

Adopted this
14th day of
April, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

ABSENT
Douglas A. Spencer

cc: Sheriff's Office – Michael Peterson
Auditor



Department of
Public Safety



Office of Criminal Justice Services

Mike DeBijina, Governor
Jon Husted, Lt. Governor

Thomas J. Stuberath, Director
Nicole M. Dehner, Executive Director

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2022-BW-LEC-3001
Title: Body Worn Camera Grant Program

In accordance with the Recovery Ohio Law Enforcement provisions of §373.20, Justice Program Services, of Am. Sub. H.B. No. 110 of the 134th Ohio General Assembly, enacted June 29, 2021, the Ohio office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the following Subgrantee a Subgrant as follows:

Subgrantee:	Auglaize County
Implementing Agency:	Auglaize County Sheriff's Office
Award Periods:	07/01/2021 to 06/30/2022
Closeout Deadline:	08/29/2022
Award Amounts:	OCJS Funds: \$67,530.00 100%
	Cash Match: \$0.00
	Inkind Match: \$0.00
	Project Total: \$67,530.00 100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

Nicole M. Dehner

4/6/2022

Nicole M. Dehner, Executive Director
Ohio Office of Criminal Justice Services

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

Erin A. Proctor

Nicole M. Dehner

County Administrator
Auglaize County

Chief Deputy
Auglaize County Sheriff's Office

4-14-22

4-14-22

Date

Date

Mission Statement
"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

County Commissioners Office
Auglaize County, Ohio
April 14, 2022

NO. #22-188

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2022.

Commissioner Beyne moved the adoption of the following:

RESOLUTION

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

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

Check No.	Amount	Vendor
459854	500.00	CITY OF ST. MARYS
459855	647.96	COMMERCIAL COMMUNICATIONS INC.
459883	2889.00	PRIMARY SOLUTIONS
459902	3294.00	APPRAISAL RESEARCH CORP
459907	3269.86	MATTHEW BENDER & CO, INC.
459918	2912.00	VANCE'S OUTDOOR
459934	288.21	THOMAS MEYERS
459966	37943.50	EVANS WAPA LLC
459972	200.00	BRANDON ORT

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

Adopted this
14th day
April, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSENT
Douglas A. Spencer

cc: County Auditor

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE JOINT BOARD OF THE CRAFT AND CRAFT #2 JOINT COUNTY DITCHES AND TO REEVALUATE THE MAINTENANCE BASE AND REEVALUATE THE CRAFT DITCH WATERSHED MAP FOR SAID JOINT COUNTY PROJECTS.

The Boards of Auglaize County and Mercer County Commissioners met in regular session on the 14th day of April, 2022 via telephone conference with the following members present:

David Bambauer	✓	Greg Homan	✓
John N. Bergman	✓	Jerry Laffin	✓
Douglas A. Spencer	✓	Rick Muhlenkamp	✓

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on April 14, 2022, County Engineer Andrew Baumer sent written correspondence to the Joint Board of Auglaize and Mercer County Commissioners, reviewing plans and the completed 1975 construction on the Craft Ditch and the completed 1988 construction on the Craft #2 Ditch Project; and,

WHEREAS, County Engineer Baumer presented the following correspondence to the Board:

Craft Ditch

In 1975, the Craft Ditch was petitioned through Auglaize County Soil and Water Conservation, reconstructed and has since been maintained by the Auglaize County Highway Department. This 3,350 feet long improvement drains a watershed of 841 acres in 1975, cost \$6,358.50 for the reconstruction of the open ditch. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 47 years of our department maintaining this project and using the 1975 construction cost as the base amount, this amount is no longer sufficient enough to keep the account stable due to inflation. In addition to re-evaluating the watershed, 450 feet of open ditch on the David Craft property is proposed to be added to the maintenance program. This section of the ditch has been maintained by the current landowners. Adding this portion of channel would bring more parcels into the Craft watershed to help contribute to the maintenance costs and allow the Highway Department to keep the entire channel clean and reduce the frequency of dip outs.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the Craft project is \$37,632.88. This number represents what it would cost today to reconstruct the 3,350 feet of the Craft Ditch as done in 1975 for \$6,358.50 plus the additional 450 feet that is proposed to be added to the maintenance program. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 47 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this open ditch such as herbicide spraying, periodic bottom dip-outs and erosion control.

Craft #2 Ditch

In 1988, the Craft #2 Ditch was petitioned through the Auglaize Coil and Water Conservation, this tile has since been maintained by the Auglaize County Highway Department. This 6,372 feet of tile drains a watershed of 674 acres and in 1988, cost \$57,580.33 for the installation of the drainage tiles. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 34 years of our department maintaining this project and using the 1988 construction cost as the base amount, this amount is no longer sufficient enough to keep the account stable due to inflation. The existing concrete tile is rapidly deteriorating causing large portions of this tile to be replaced. Our evaluations indicate more repairs may be needed in the near future.

After reevaluating the watershed, the new construction base cost for the Craft #2 project is \$195,819.45. This number represents what it would cost today to reconstruct the 6,372 feet of the Craft #2 Ditch as done in 1988 for \$57,580.33. The reevaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 34 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the watershed and we are asking the Joint Board of Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

THEREFORE BE IT RESOLVED, the Joint Board of Auglaize and Mercer County Commissioners, does hereby set **June 2, 2022 at 1:30 p.m.** in the Assembly Room – 2nd Floor in the Administration Building, located 209 S. Blackhoof Street, Wapakoneta, Ohio for the Maintenance Hearing on the Craft and Craft #2 Ditches Joint County Watershed Projects.

Resolution #22-189 continued
April 14, 2022

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

Adopted this 14th day of April, 2022

AUGLAIZE COUNTY

 _____, yes

David Bambauer

 _____, yes

John N. Bergman

 _____, yes

Douglas A. Spencer

MERCER COUNTY

 _____, yes

Greg Homan

 _____, yes

Jerry Laffin

 _____, yes

Rick Muhlenkamp

cc: County Engineer
Mercer County Commissioners

IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE JOINT BOARD OF THE HUSSEY, DOSHE AND CISCO JOINT COUNTY DITCHES AND TO REEVALUATE THE MAINTENANCE BASE AND REEVALUATE THE WATERSHED MAPS FOR SAID JOINT COUNTY PROJECTS.

The Boards of Auglaize County and Mercer County Commissioners met in regular session on the 14th day of April, 2022 via telephone conference with the following members present:

David Bambaauer	✓	Greg Homan	✓
John N. Bergman	✓	Jerry Laffin	✓
Douglas A. Spencer	✓	Rick Muhlenkamp	✓

Commissioner Laffin moved the adoption of the following:

RESOLUTION

WHEREAS, on April 14, 2022, County Engineer Andrew Baumer sent written correspondence to the Joint Board of Auglaize and Mercer County Commissioners, reviewing plans for the Hussey, Doshe and Cisco Ditches are all within the same watershed. All three have a separate maintenance account because they were three different ditch petitions. The first petition was the Doshe (1976) followed by the Hussey (1987) and finally the Cisco was petitioned in (2000); and,

WHEREAS, County Engineer Baumer presented the following correspondence to the Board:

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluating of the benefits to the owners within these watersheds and to reestablish the total cost of the project to revised current prices. Upon review of the Hussey and Doshe, we would like to propose a modification to the Hussey and Doshe ditch jurisdictions. We will be proposing the addition of a portion of the Hussey channel to be maintained under the Doshe account as shown on the watershed maps. These changes would mean that everyone in the watershed would contribute to maintenance on the Hussey Ditch because everyone is draining through this portion of the channel. Only the parcels in the Doshe watershed would contribute to the maintenance of the Doshe Ditch and only the parcels in the Cisco watershed would contribute to the maintenance of the Cisco Ditch. This review also includes updating the watershed boundaries as well as modifying the base cost for each parcel for all three watersheds.

	HUSSEY		DOSHE		CISCO	
	Current	Proposed	Current	Proposed	Current	Proposed
Length	9,268	1,870	5,573	12,971	6,816	Same
Base Cost	\$35,285.40	\$15,943.37	\$10,350.25	\$110,968.04	\$32,661.30	\$95,421.61

This department has prepared an assessment base for the property owners within the watershed and we are asking the Joint Board of Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

THEREFORE BE IT RESOLVED, the Joint Board of Auglaize and Mercer County Commissioners, does hereby set **June 9, 2022 at 1:30 p.m.** in the Assembly Room – 2nd Floor in the Administration Building, located 209 S. Blackhoof Street, Wapakoneta, Ohio for the Maintenance Hearing on the Hussey, Doshe and Cisco Ditches Joint County Watershed Projects.

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

Adopted this 14th day of April, 2022

AUGLAIZE COUNTY

David Bambaauer, yes
David Bambaauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

MERCER COUNTY

Greg Homan, yes
Greg Homan

Jerry Laffin, yes
Jerry Laffin

Rick Muhlenkamp, yes
Rick Muhlenkamp

cc: County Engineer
✓ Mercer County Commissioners