

IN THE MATTER OF APPROVING THE GRANT AGREEMENT DOCUMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS, AIP PROJECT NO. 3-39-0084-020-2019; AUTHORIZING PAYMENT OF THE LOCAL MATCH BY THE COUNTY; AUTHORIZING THE EXECUTION OF SAME BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 13th of August, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio, has received a Grant offer issued by the authority of the Administrator of the Federal Aviation Administration (FAA) on behalf of the United States to pay the Government’s share of the allowable project costs of AIP Project No. 3-39-0084-020-2019, up to a maximum of \$150,000.00 for the following: “Improve Terminal Building [Airport Utilities (Construction (2,300 LF+) and Water (2,400 LF+): Improve Airport Drainage (Construction – Stormwater Detention System) Phase 4/6 at the Neil Armstrong Airport as set forth in the offer for the subject project.; and,

WHEREAS, an Attachment A, “Special Conditions” has been included in the grant document as forwarded by the FAA to the Board of County Commissioners; and,

WHEREAS, a local match of funding in the amount of \$8,334.00 and a 5% State of Ohio match of funding in the amount of \$8,333.00 is required for this grant with the Board of County Commissioners agreeing to assume payment of said match; and,

WHEREAS, it is necessary for the Board of Auglaize County Commissioners, serving as sponsors for the grant, to execute the grant offer with Attachment (A) document.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Federal Aviation Administration Grant offer for the AIP Project No. 3-39-0084-020-2019 in the amount of \$150,000.00 as presented; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes the payment of the local match of \$8,334.00 to be made with County funds and State of Ohio match of \$8,333.00; and,

BE IT FURTHER RESOLVED that said Board does authorize the President of the Board of Auglaize County Commissioners, Don Regula to execute the grant offer document with Attachment (A), on behalf of said Board of County Commissioners and the Neil Armstrong Airport Authority.

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

Adopted this
13th day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: FAA, Detroit Airports District Office –
- Delvin Lewis/Paula Ransom/Stephanie Swann
- ✓County Administrator
- ✓Delta Airport Consultants, Inc. – Steve Potoczak
- ✓Auglaize County Airport Authority
- ✓State Aviation Official – John Stains



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	July 22, 2019
Airport/Planning Area	Neil Armstrong
AIP Grant Number	3-39-0084-020-2019
DUNS Number	080984560
TO:	Auglaize County Board of Commissioners (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 5, 2019, for a grant of Federal funds for a project at or associated with the Neil Armstrong Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Neil Armstrong Airport (herein called the "Project") consisting of the following:

Improve Terminal Building [Airport Utilities (Construction - Sewer (2,300 LF) and Water (2,400 LF) Phase 4/5 - Reimbursement; Improve Airport Drainage (Construction - Stormwater Detention System) Phase 4/5 - Reimbursement

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$150,000.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$150,000 airport development or noise program implementation; and,
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 16, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of

such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. ALP/Exhibit "A" Property Map. The ALP/Exhibit "A" Property Map dated July 27, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.**A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the

offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

25. Environmental. The environmental approval for this project was issued on July 24, 2015.

26. Utility Relocation in Project. The Sponsor understands and agrees that:

- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities exclusively serve the Airport.

27. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

28. Consultant Contract and Cost Analysis. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



John L. Mayfield, Jr.
(Typed Name)

Manager, Detroit Airports District Office
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 13th day of August, 2019.

Auglaize County Board of Commissioners

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Don Regula

(Typed Name of Sponsor's Authorized Official)

Title: President

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Edwin A. Pierce, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Wapakoneta (location) this 13th day of August, 2019

By: 

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A SUBORDINATION AGREEMENT FOR THE BENEFIT OF CHIP RECIPIENT CARRIE STEINKE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of August, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on November 6, 2017, an executed Mortgage in favor of the Board of County Commissioners as the Board authorized the expenditure of CHIP funds in the total amount of \$31,515.00 for the renovations of the property where Carrie Steinke now resides in the City of Wapakoneta, Ohio; and,

WHEREAS, Carrie Steinke has now requested the Board to execute a subordination agreement so as to allow them to secure a loan in the amount of \$85,129.00; and

WHEREAS, the Board finds the request to be acceptable as the appraised value of the property is \$101,000.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board to execute the subordination agreement for the benefit of CHIP recipient Carrie Steinke; and,

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

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

Adopted this
13th day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

Douglas A. Spenger , yes
Douglas A. Spenger

Attachment

- Cc: ~~Carrie Steinke~~
- ✓ Village Capital & Investment, LLC
- ✓ CHIP file
- ✓ Prosecuting Attorney
- ✓ County Recorder

RECORD AND REQUESTED BY:
Milestone Settlement
8915 S. Pecos Rd, 17-A
Henderson, NV 89074
File No. VC37036OH

THIS DOCUMENT PREPARED BY:
Ira A. Richardson, III, Esq.
921 Eagle Run Road
Morgantown, WV 26508
866-333-3081

Tax ID No.: B0709401100

SUBORDINATION AGREEMENT

Date: _____

Property Description: SEE ATTACHED EXHIBIT "A"
Property Address: 922 Dearbaugh Ave, Wapakoneta, OH 45895

Subordinating Lender: Auglaize County Board of Commissioners

Junior Mortgage

Date: 11/20/2017

Borrower: **Carrie Steinke, unmarried adult**

Note Secured by Junior Mortgage: Auglaize County Board of Commissioners

Recorded Date: 11/06/2017

Original principal amount: \$28,065.00

Recording information: Book 682, Page 2077

New Lender: Village Capital and Investment, LLC
Refinance Mortgage

Date: _____

Borrower: **Carrie Steinke, unmarried adult**

Note Secured by Refinance Mortgage: Village Capital and Investment, LLC

Recorded: _____

Original principal amount not to exceed: \$85,129.00

Recording information (when available): _____

Subordinating Lender is the owner and holder of the Junior Mortgage and obligations secured by the Junior Mortgage; the Junior Mortgage is a lien on the title to the Property or an interest in that title.

For value received and to induce the New Lender to enter into the Refinance Mortgage, Subordinating Lender unconditionally subordinates its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage to the lien on, and all other rights and interests in, the title to the Property resulting from the Refinance Mortgage. Subordinating Lender agrees that its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage will remain subordinate to the lien on, and all other rights and interests in, the title to the Property resulting from the Refinance Mortgage regardless of any renewal or extension of the Refinance Mortgage.

This Subordination Agreement shall be binding upon the successors and assigns of the Subordinating Lender.

When the context requires, singular nouns and pronouns include the plural.

Mortgage means mortgage, deed of trust, trust deed or other security instrument.

Executed on this 13th day of August, 2019.

Auglaize County Board of Commissioners

BY: Don Regula
NAME: Don Regula
TITLE: President

State of Ohio
County of Auglaize

Be It Remembered, That on this 13th day of August, 2019, the foregoing instrument was acknowledged before me by Don Regula, the President of Auglaize County Board of Commissioners, a local government corporation, on behalf of the corporation. (county)

In Testimony Thereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Esther M. Liffel
Notary Public

My commission expires: 02/12/2022



ESTHER M. LEFFEL
Notary Public, State of Ohio
My Commission Expires 02/12/2022

EXHIBIT A
LEGAL DESCRIPTION

SITUATED IN THE CITY OF WAPAKONETA, COUNTY OF AUGLAIZE, STATE OF OHIO:

LOT NUMBER 11 OF THE FOUR SEASONS SUBDIVISION OF SECTION 31, DUCHOUQUET TOWNSHIP,
CITY OF WAPAKONETA.

PARCEL ID NUMBER: B0709401100

PROPERTY COMMONLY KNOWN AS: 922 DEARBAUGH AVE, WAPAKONETA, OH 45895

County Commissioners Office
Auglaize County, Ohio
August 13, 2019

No. 19-327

IN THE MATTER OF AUTHORIZING SOLID WASTE EMPLOYEES TO BE PAID OVERTIME.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of August, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Rob Egbert, James Ray, Brian Stelzer, Earl Gannon and Tyler Varno are employed at the Auglaize County Recycling Center; and,

WHEREAS, Solid Waste District Coordinator, Scott Cisco, has requested to pay the above named individuals overtime rather than having them earn compensatory time for a defined period of time in order to keep the facility operating effectively at the recycling facility; and,

WHEREAS, the Board of County Commissioners wishes the above named individuals to be paid for the overtime hours worked at the recycling center instead of accumulating compensation time.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize Rob Egbert, James Ray, Brian Stelzer, Earl Gannon and Tyler Varno, Auglaize County Recycling Center employees, to be paid as overtime hours for all eligible hours worked from July 1, 2019 through December 31, 2019.

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

Adopted this
13th day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

- cc: Clerk of the Board
- Scott Cisco, Solid Waste District Coordinator
- Lori Yahl, Deputy Auditor

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th of August, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

South Grand Lake Sewer Fund:

Amount:	From:	To:
\$25,000.00	100.0016.530300 (Supplies)	100.0016.530500 (Contract Services)
\$20,000.00	100.0016.530600 (Contract Repairs)	100.0016.530500 (Contract Services)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this
13th day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc/ County Auditor
Sanitary Engineer

County Commissioners' Office
Auglaize County, Ohio
August 13, 2019

No 19-329

IN THE MATTER OF AUTHORIZING A HOUSING REPAIR PROJECT UNDER THE C.H.I.P. PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 13th day of August, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners did receive a \$250,000.00 grant through the State of Ohio's Office of Community Development - PY2018 Community Housing Impact and Preservation Program and the Auglaize County Commissioners have committed \$174,000.00 from the Program Income Fund for the acquisition & rehabilitation of housing units within the County; and

WHEREAS, the following home repair project is ready to proceed:

Applicant: Ronda Watkins
Project Cost: \$13,500.00
(Home Repair)

829 Glyncrest Drive, Wapakoneta, Ohio
(CDBG HR Funds) B-C-18-1AF-1

Contractor: Eicher Construction

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the housing project as noted above.

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

Adopted this 13th day
of August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , yes
Douglas A. Spencer

cc: Poggemeyer Design Group
BOCC Clerk – Esther Leffel

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of August, 2019.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested by the County Administrator, Erica L. Preston, to amend the Annual Appropriation with moneys that the County Auditor has certified and were unappropriated for the following fund listed below:

097 County Home Fund.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2015 Annual Appropriation Resolution to be amended as follows:

- Increase 097.0097.510200 (Salary) - by \$3,600.00;**
- Increase 097.0097.630600 (Contract Services - by \$71,400.00.**

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

Adopted this
13th day of
August, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: ✓ County Auditor
- ✓ County Administrator