

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM COUNTY HOME FUND TO THE GENERAL FUND AS REQUESTED BY THE COUNTY ADMINISTRATOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Commissioners owned and operated the Auglaize Acres nursing home (the "Acres") prior to the privatization of the Acres in December of 2018; and

WHEREAS, the financial account of the Acres was established and reported as an enterprise account according to Ohio law; and

WHEREAS, the post privatization financial activities of the Acres have slowed or ceased to the point that the County, in connection with conversations with the State Auditors, has determined that it is now in the best interest of the County to close out the associated enterprise account; and

WHEREAS, the County Administrator has requested that the following steps be taken to accomplish the closing out of the Acres' fund.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the increase of the appropriation to the following fund from certified but unappropriated funds:

AMOUNT TO: \$1,246,557.86 097.0097.540500 (Transfer out)

BE IT FURTHER RESOLVED, that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the following budget adjustments:

AMOUNT	TO:	FROM:
\$ 1,000.00	097.0097.540500 (transfer out)	097.0097.510200 (Salary Employees)
\$ 1,000.00	097.0097.540500 (transfer out)	097.0097.530300 (Supplies)
\$ 58.00	097.0097.540500 (transfer out)	097.0097.510200 (Medicare)
\$ 2,279.00	097.0097.540500 (transfer out)	097.0097.530400 (Equipment)
\$24,557.50	097.0097.540500 (transfer out)	097.00907.530600 (contract services)
\$ 1,000.00	097.0097.540500 (transfer out)	097.0097.530800 (advertising)
\$ 0.96	097.0097.540500 (transfer out)	097.0097.530900 (other expenses)
\$ 2,976.89	097.0097.540500 (transfer out)	097.0097.535000 (unemployment)
\$ 100.00	097.0097.540500 (transfer out)	097.0097.536400 (work comp)
\$94,791.43	097.0097.540500 (transfer out)	097.0097.536700 (PERS)

BE IT FINALLY RESOLVED, that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the transfer of funds as requested by County Administrator Erica Preston.

AMOUNT	TO:	FROM:
\$1,374,321.64	001.1100.400100 (transfer in)	097.0097.540500 (transfer out)

Commissioner Bergman 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
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor
County Administrator

IN THE MATTER OF APPROVING A RESOLUTION IN SUPPORT OF THE CITY OF ST. MARYS APPLICATION FOR FUNDING FROM THE CLEAN OHIO FUND.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2021.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS the State of Ohio, through the Ohio Public Works Commission, administers financial assistance for public recreation purposes through the Clean Ohio Fund - Green Space Conservation Program; and,

WHEREAS the City of St. Marys desires to apply for financial assistance through the Clean Ohio Fund - Green Space Conservation Program to purchase and improve a parcel of land located in St. Marys Township, Auglaize County; and,

WHEREAS Ohio Revised Code 164.23(B)(1) requires that Clean Ohio - Green Space Conservation Grant applications include a resolution of support from the Board of Commissioners; and,

WHEREAS, the Clean Ohio Green Space Conservation Grant will allow the City of St. Marys to acquire land for a treatment train with wetland creation which will filter and clean water in the Miami-Erie Canal as well as providing the potential for natural resource tourism and enhance educational opportunities.

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

SECTION 1. That the Auglaize County Board of Commissioners supports the City of St. Marys' application for a Clean Ohio Fund - Green Space Conservation Program grant for their treatment train/wetlands project.

Commissioner John N. Bergman 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
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

✓cc: City of St. Marys

County Commissioners Office
Auglaize County, Ohio
December 14, 2021

NO. #21-536

IN THE MATTER OF AUTHORIZING EMPLOYMENT FOR INTERMITTENT EMPLOYEE GREGORY LIETTE FOR THE SOLID WASTE/RECYCLING DEPARTMENT FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Scott Cisco, Solid Waste Coordinator has requested the employment of intermittent employee Gregory Liette at \$14.00 per hour as a sort line operator for the Solid Waste/Recycling Department. He will have no benefits other than earning sick leave and he cannot work more than 1,000 hours in any twelve (12) month period; and,

WHEREAS, it was determined that the intermittent employee's compensation is set at \$14.00 per hour; the position is in the unclassified service and serves at the pleasure of the appointing authority; position not eligible for health insurance; position not guaranteed employment with Auglaize County.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize the appointment of Gregory Liette as an intermittent employee as a laborer at the Solid Waste/Recycling Department for Auglaize County, contingent upon the successful completion of a clean background check.

Commissioner Bergman 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
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

cc: Gregory Liette
County Auditor
Solid Waste Coordinator

County Commissioners Office
Auglaize County, Ohio
December 14, 2021

NO. #21-537

IN THE MATTER OF AUTHORIZING ANDY KUCK, LESSEE OF COUNTY OWNED FARMLAND PARCEL #2, TO SUBLEASE SAID TRACT-12 TO BAMBAUER EQUIPMENT, TRACT-11116, TRACT-1162, TRACT-1169, TRACT-1384 AND TRACT-13389 TO STEVE KUCK 50% INTEREST AND TRACT-14380 TO CHRIS HENSCHEN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on November 16, 2021, Resolution #21-482, the Board of County Commissioners awarded the bid for the leasing of county owned farmland for parcel #2 consisting of 89.64 acres to Andy Kuck until October 31, 2024; and,

WHEREAS, Mr. Kuck has submitted the following letter of request:
December 3, 2021

To: Auglaize County Commissioners
From: Andy Kuck

I would like permission to sublease the following tracts as follows:

Tract-12 – 1.08 acres to Bambauer Equipment (Doug and Scott Bambauer)

- Tract-11116 – 5.50 acres to Steve Kuck – 50%
- Tract-1162 – 25.33 acres to Steve Kuck – 50%
- Tract-1169 – 27.23 acres to Steve Kuck – 50%
- Tract-1384 – 8.54 acres to Steve Kuck – 50%
- Tract-13389 – 4.39 acres to Steve Kuck – 50%

Tract-14380 – 3.43 acres to Chris Henschen.

Thank you.

Sincerely,
Andy Kuck

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the request of Andy Kuck to sub-lease County owned tracts as mentioned above to Bambauer Equipment (Doug & Scott Bambauer), Steve Kuck 50% interest and Chris Henschen and does authorize Mr. Kuck to enter into said sub-lease; and,

BE IT FURTHER RESOLVED that Andy Kuck will be billed by the County for payment of the following tracts for the initial lease as awarded on November 16, 2021.

Commissioner Bergman 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
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

cc: Steve Kuck
Doug & Scott Bambauer
Chris Henschen
Andy Kuck

County Commissioners Office
Auglaize County, Ohio
December 14, 2021

NO. #21-538

IN THE MATTER OF APPROVING THE HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH STATE OF OHIO, OHIO DEPARTMENT OF DEVELOPMENT ; RATIFYING THE EXECUTION OF THE SAID AGREEMENT BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County has participated in the State of Ohio, Ohio Department of Development, Office of Community Development, Community Development Block Grant (CDBG) Programs and the HOME Investment Partnerships Programs for the State of Ohio for many years; and,

WHEREAS, funds have been derived from the CDBG Community Housing Impact and Preservation (CHIP) Program and HOME funds which are included in the Housing Revolving Loan Fund; and,

WHEREAS, the Ohio Department of Development wishes to enter into an agreement with Auglaize County Board of County Commissioners for the Administration of the Housing Revolving Loan Fund; and,

WHEREAS, the term of this agreement is from January 1, 2022 through December 31, 2026.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Housing Revolving Loan Fund Administration Agreement between the Auglaize County Board of County Commissioners and the State of Ohio, Ohio Department of Development as mentioned above; and,

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

Commissioner Bergman 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
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: Poggemeyer Design Group
State of Ohio, ODOD

Housing Revolving Loan Fund Administration Agreement

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the Ohio Department of Development (the "Grantor") and **Auglaize County Board of Commissioners** (the "Grantee") for the period beginning **January 1, 2022** (the "Effective Date") and ending **December 31, 2026** (the "Termination Date").

Background Information

- A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.
- B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.
- C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of:
 1. improving the affordable housing stock; and
 2. providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.
- D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.
- E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Statement of the Agreement

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.
2. **Definitions.**

- a. Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
- b. Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Except under circumstances subject to OCD Program Policy 20-04, Use of Subrecipients for Public Services Activities, Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of

Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts 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.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.

a. Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.

i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.

ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

b. Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant. If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental

Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

- c. Additional guidance can be found at <https://development.force.com/OCDTA/s/article/Community-Housing-Impact-and-Preservation-CHIP-Program-Environmental-Review-Requirements-for-Utilitating-Partner-Program-Income>

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.
13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.
14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least five (5) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.
15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single

audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

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

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

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 176.05 and 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully

reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Termination.**

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared

pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
24. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
25. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

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

- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. Ethics. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(l) and (j), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, 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.

27. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(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.

29. Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. 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.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- c. Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. 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.
- i. In the case of Grantor, to:
- Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief
- ii. In the case of Grantee, to:
Auglaize County Board of Commissioners
209 S Blackhoof St, Wapakoneta
OH 45895
- 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 Plan 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 this 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 Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses.** If “travel expenses,” as defined in Ohio Administrative Code Section 126-1-02 (the “Expense Rule”), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature


Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures.

Grantee:

Auglaize County Board of Commissioners

Grantor:

State of Ohio
Ohio Department of Development
Lydia L. Mihalik, Director

 Authorized Official	By
Douglas A. Spencer	Printed Name
President	Title
December 14, 2021	Date

IN THE MATTER OF SETTING DATE TO RECEIVE AND OPEN BIDS FOR THE AUG-CR158A-10.85 BRIDGE REHABILITATION PROJECT LOCATED IN MOULTON TOWNSHIP OVER AUGLAIZE RIVER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2021.

Commissioner Bambauer moved the adoption of the following

RESOLUTION

WHEREAS, on December 14, 2021, the Board of County Commissioners approved the plans, as presented by Engineer Andrew Baumer, for the replacement of the Glynwood Road Bridge (AUG-CR158A-10.85) over Auglaize River; and,

WHEREAS, Engineer Baumer have now presented correspondence to the Board of County Commissioners informing said Board that these same bridge plans will be accepted by the Ohio Department of Transportation and will be finalized; and,

WHEREAS, it was requested by Engineer Baumer that a date and time be set to receive and open bids for said project.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby set the date and time of January 20, 2022 at 10:00 a.m. as the date and time to receive and open bids, for the County Glynwood Road Bridge project, in the Commissioners Chambers, Administration Building, 209 S. Blackhoof St., Room 201, Wapakoneta, Ohio; and,

BE IT STILL FURTHER RESOLVED that the County Engineer is hereby authorized to initiate the necessary legal steps to cause the above set bid opening.

Commissioner Bergman 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
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer Yes

David Bambauer
David Bambauer Yes

John N. Bergman
John N. Bergman Yes

✓cc: County Engineer

LEGAL NOTICE FOR
Glynwood Road Bridge Project

The Board of County Commissioners will accept sealed bids until 10:00 a.m. on January 20, 2022 for the rehabilitation of the Glynwood Road Bridge over the Auglaize River. Contractors and all subcontractors must be pre-qualified by ODOT for the bid to be accepted. Bids for the bridge project shall be mailed or hand delivered to the Board of County Commissioners, 209 South Blackhoof Street, Suite 201, Wapakoneta, Ohio 45895 in a sealed envelope marked "Bid for AUG-CR158A-10.85 Bridge Rehabilitation".

Complete specifications and bid forms can be picked up at the Auglaize County Engineer's Office for a fee of \$50. The same information can also be found and printed online at <http://www2.auglaizecounty.org/elected-officials/engineer/bid>. All interest bidders and plan holders are encouraged to contact the Engineer's Office to ensure we have an updated plan holders list.

By order of the Commissioners

Andrew Baumer, P.E., P.S.
Auglaize County Engineer

Please publish in your paper on January 4, 2022

Please send billing to:

Auglaize County Engineer
P.O. Box 59
Wapakoneta, Ohio 45895

Certification of Publication sent after payment.

County Commissioners Office
Auglaize County, Ohio
December 14, 2021

NO. #21-540

IN THE MATTER OF RATIFYING THE EXECUTION OF A CONTRACT WITH MIAMI COUNTY COMMISSIONERS FOR THE DETENTION OF JUVENILE OFFENDERS IN THE WEST CENTRAL JUVENILE DETENTION CENTER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of December, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Juvenile Court has satisfactorily used the West Central Juvenile Detention Center's program for the detention of juvenile offenders in the past; and,

WHEREAS, Juvenile Judge Mark Spees has presented a contract between the Boards of Auglaize County and Miami County Commissioners for said detention of juvenile offenders for the years 2022, 2023 and 2024 for 4.0 beds per day during this contract period; said Judge approves same and recommends that the Board of Auglaize County Commissioners approve and execute said contract.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract with Miami County Commissioners for the detention of juvenile offenders at the West Central Juvenile Detention Center as stipulated in said contract; ratifies the execution of same.

Commissioner Bergman 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
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Speneer
Douglas A. Speneer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

cc: Juvenile Judge Mark Spees
Miami County Commissioners

CONTRACT

Between the County of Miami, Ohio
and
the County of Auglaize, Ohio

For the Detention of Juvenile Offenders

WHEREAS, THE County of Auglaize, Ohio, is without facilities for the detention of juvenile offenders and desires that the facilities of West Central Juvenile Detention Center be made available to it for such purposes; and

WHEREAS, in the administration of justice, it is necessary from time to time that juvenile offenders accused or convicted of contempt of court, unruliness (as allowed by law), traffic offense or delinquency, be held in detention; and

WHEREAS, it is provided by Ohio Revised Code Section 2152.41, upon the recommendation of the judge, the board of county commissioners shall provide by purchase, lease, construction or otherwise, a detention facility that may be used to detain alleged delinquent children until final disposition for evaluation pursuant to section 2152.04 of the Revised Code and for children adjudicated juvenile traffic offenders under division (A)(5) or (6) of section 2152.21 of the Revised Code; and the West Central Juvenile Detention Center is such a facility and has been constructed accordingly and approved in accordance to Ohio Administrative Code 5139-37-02;

NOW, THEREFORE, it is mutually agreed by and between the Board of Commissioners of Auglaize County, Ohio, hereinafter referred to as Auglaize County, duly authorized to enter into this contract by resolution number ~~21-548~~ enacted on the ~~14th~~ day of ~~December~~, 2021, and the Board of Commissioners of Miami County, Ohio, hereinafter referred to as Miami County duly authorized to enter into this contract by resolution number _____ day of _____, 2021.

1. Miami County, for the consideration hereinafter provided to be paid by Auglaize County, shall receive, maintain, feed and keep as provided by law and subject to the order of the Juvenile Court of Auglaize County, Ohio in its detention facility in the West Central Juvenile Detention Center, 2044 N. County Road 25A, Troy, Ohio, such juveniles accused or convicted of contempt, or committed hereto by the police, probation department or juvenile authority of Auglaize County;
2. Miami County agrees to provide and Auglaize County agrees to pay for 4 bed spaces each day for the years 2022, 2023 and 2024. Either party may cancel this agreement with not less than 45 days written notice prior to the expiration of the calendar year for any succeeding calendar year(s). During the year 2022 the rate of payment for each bed space shall be \$95.00 per day. The rate for each succeeding year may be adjusted each year in conformance with the Consumer Price Index, published by the Department of Commerce, U. S. Government not to exceed three (3%)

percent.

- ◆ If Auglaize County wishes to increase or decrease the number of beds for any succeeding year, it may do so with written request and written approval of Miami County prior to January 1, 2023 or January 1, 2024 respectively.

- ◆ If Auglaize County wishes to increase or decrease the number of beds during the current year, it may do so with written request and written approval of Miami County prior to June 30th of each year respectively.

4. Urine Screens for youth may be requested at time of intake. Miami County shall provide one test. Any other request will be billed to Auglaize County at the rate of costs incurred. Auglaize County shall pay for bed space and additional urine monthly.

5. Beds needed in excess of the annual contract will be provided on a space available basis at a daily cost of \$100.00 per bed day.

6. Auglaize County agrees to provide on admission of a child to the facility a copy of the charge or court order under which the child is placed. If no charge is available at the time, then Auglaize County shall by fax or other written document provide a copy of the charges as soon as possible and no later than 10:00 a.m. the following court day. All placements shall be in accordance with the Rules of Juvenile Procedure. If placements are made out of the court hours the placing officer shall first clear the placement with the facility's in-take officer.

7. The consideration provided for under this contract shall be in payment of all services rendered by Miami County including the actual cost for feeding such detainees and the actual cost incurred by Miami County for receiving, maintaining and safely keeping such juveniles. However, should it become necessary in the judgment of the detention facility staff for any such juveniles to be hospitalized or to receive medical treatment by reason of illness or injury (including injury that is self-inflicted by such a juvenile), the cost of such hospitalization or medical treatment shall be assumed and paid for by Auglaize County, provided, however, before undertaking hospital or medical treatment, Miami County shall first contact Auglaize County and arrange for transportation to and from such hospital and/or medical treatment or appointment unless emergency care is required. However, if such illness or injury is incurred because of the negligence of Miami County, Miami County shall be responsible for such hospitalization or medical treatment; and provided further, that Auglaize County shall retain the right to recoup such expenses from the parent, guardian or other individual(s) having care and control of the juvenile offender. This contract shall become effective upon the signing thereof by all parties hereto and shall run until and through December 31, 2024. This agreement shall not be modified or changed unless it is done so in writing and by agreement of all parties hereto.

8. Auglaize County will be responsible to provide or arrange for the obtainment of any prescriptions or medical supplies outside of the scope of standard first aid.

IN WITNESS THEREOF, Miami County and Auglaize County, have hereunto set their hands at Troy, Ohio, and Wapakoneta, Ohio, respectively.

BOARD OF COUNTY COMMISSIONERS

Auglaize, COUNTY, OHIO

By: [Signature]
By: [Signature]
By: [Signature]

Signed on the 14 day of December, 2021

[Signature]
Honorable Mark E. Spees
Auglaize County Juvenile Court Judge

BOARD OF COUNTY COMMISSIONERS

Miami, COUNTY, OHIO

By: [Signature] Ted Mercer, Commissioner
By: [Signature] Greg Simmons, Commissioner
By: [Signature] Wade Westfall, Commissioner

Signed on the _____ day of _____, 2021

[Signature]
Lance Ray, Superintendent of Detention
West Central Juvenile Detention Center

_____ Date

[Signature]
Honorable Scott Altenburger,
Miami County Juvenile Court Judge

_____ Date