

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd of December, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

<u>Heritage Trails Park District Fund</u>	
Amount:	From:
\$ 20.00	946.0946.530400 (Equipment)
	To: 946.0946.530600 (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 Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
22nd day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: County Auditor
HTPD

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS TO THE 2022 APPROPRIATION BUDGETED AS REQUESTED BY THE COUNTY AUDITOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of December, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Janet Schuler, County Auditor has submitted the following request to the Board of County Commissioners:

December 19, 2022
Board of County Commissioners,

The following appropriations need reduced due to less monies actually come in vs. the amended certificate for 2022:

<u>ACCOUNT:</u>	<u>DESCRIPTION</u>	<u>DECREASE:</u>
017.0017.530400	Equipment	344.21
017.0017.535800	Reimbursement	50,000.00
021.0021.530602	Fair Housing	589.35
022.0022.531000	Reimbursement	225.33
025.0025.530600	Contract Service	4,737.73
028.0028.531000	Reimbursement	251.69
038.0038.530600	Contract Service	69.02
048.0048.538100	County Pmt	764.67
051.0051.500100	Admin	4,269.25
051.0051.500200	Project	185,000.00
080.0080.530600	Contract Service	2,670.37
087.0087.530601	Planning	5,913.98
094.0094.539700	Engineering Fees	266,612.00
102.0016.530600	Contract Service	127.16
110.0016.530600	Contract Service	356.16
120.0016.530600	Contract Service	3,657.17
123.0016.530600	Contract Service	2,518.18
129.0129.540100	Principle	1,197.26
187.0187.530600	Contract Service	19,429.00
190.0190.530400	Equipment	84.63
194.0194.530600	Contract Service	127,047.00
194.0194.531000	Admin	20,503.41
196.0196.531000	Reimbursement	4,955.32
240.0240.540100	Principle	293.86
300.0300.535900	Ditch Construction	89,515.30
458.0458.535900	Maintenance	7,704.40
508.0058.500100	Gas Rotary	115,885.12
511.0511.530300	Salt	12,306.66
526.0526.535900	Contract Service	130,138.60
528.0528.535900	Contract Service	75,000.00
601.0601.560100	Buckland Permissive	42.41
602.0602.560100	Cridersville Permissive	58.53
606.0606.560100	St Marys Permissive	2,621.15
608.0608.560100	Wapakoneta Permissive	405.03
609.0609.560100	Waynesfield Permissive	407.65
919.0919.531000	Payment to State	400.00
937.0937.530600	Contract Service	175,530.64
941.0941.531000	Reimbursement	9,338.13
945.0945.530400	Equipment	60,000.00

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the appropriation budget adjustments as requested and listed above.

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

Adopted this
22nd day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BROWNFIELD REMEDIATION PROGRAM GRANT AGREEMENT DEV—2022 - 191683.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of December, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners adopted resolution number #22-214 on April 28, 2022 authorizing the submittal of a grant application to the Ohio Department of Development (ODOD) through the Brownfield Remediation Grant Cleanup/Remediation Program for Asbestos and Mold Remediation in the Former Buckland School Project ; and,

WHEREAS, the Board has received notice from the Ohio Department of Development (ODOD) that its initial funding request of \$173,950.00 has been approved for said project “Former Buckland School Project”; and,

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

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the President of the Board, David Bambauer, to execute the Ohio Department of Development Brownfield Remediation Grant Cleanup/Remediation Program Grant Agreement DEV—2022 – 191683.

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

Adopted this
22nd day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: ODOD
 Auditor

Ohio Department of Development Brownfield Remediation Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Auglaize County Board of Commissioners** (the "Grantee") for the period **January 1, 2022 (the "Beginning Date") to June 30, 2023 (the "Expiration Date")**, set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Brownfield Remediation Program in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system, the contents of this Agreement (collectively, the "Project") and the Brownfield Remediation Program Guidelines. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

- 1. Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$173,950.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit III: Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
- 2. Funding Source.** The Brownfield Remediation Program was established in House Bill 110 of the 134th General Assembly, codified in Ohio Revised Code section 122.6511 and found in the Ohio Administrative Code sections 122:31-1-01 through 122:31-1-06. This program awards grants for the assessment or remediation of brownfield sites throughout Ohio.
- 3. Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in **Exhibit II** and until satisfactorily completed.
- 4. Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
- 5. Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final

10% of funding until Grantee confirms matching funds are expended.

6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Exhibit II: Reporting**.
7. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
8. **Audits.** Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award. Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.
 - a. **Single Audit:** Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements. The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Single audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the audit period.
 - b. **Grant Specific Audit:** Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement. A grant specific audit must be performed by an independent public accountant. Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.
 - c. **Audit Standards:** Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.
9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in **Exhibit II: Reporting**.
10. **Reports and Records.**
 - a. **Performance Reports.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.

- b. **Signature and Costs.** The authorized representative on behalf of Grantee shall certify by his or her submission of each report required by **Exhibit II** that the information reported by Grantee is true, complete and correct.

- 11. Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.
- 12. Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration within the electronic application system 30 days prior to the date of the change and Grantor approves the proposed alteration within the electronic application system. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration within a reasonable period of time.
- 13. Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and assures the following:
- a. **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment 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 incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.
 - b. **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 14, 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.
 - c. **Accounting.** Accounting systems used by Grantee are in accordance with generally accepted accounting standards and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.

- d. **Insurance.** Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

14. 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. Failure to spend matching funds, if applicable.
- 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 (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 undischarged 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 16 of this Agreement.

15. Remedies.

Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (3) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (4) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (5) ineffective or improper use of the Grant Funds provided under this Agreement; (6) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (7) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (8) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.

- c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly expended. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.
- d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

16. 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 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.

17. Liability - Public Agency or Governmental Entity. If Grantee is a public agency or governmental entity, 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 and 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 work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself 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 party to the other.

18. 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.

19. Certification of Funds Available. None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.

20. Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement

21. 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.

22. Adherence to State and Federal Laws, Regulations.

a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under 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 conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the 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.

23. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law. This Section is not intended to require a Grantee to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

24. Falsification of Information. Grantee represents and warrants 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 180 days.

25. 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 149.43** and are open to public inspection unless a legal exemption applies.

26. Miscellaneous.

- a. **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.
 - b. **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 the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
 - c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee for Project work that was billed/paid by Grantor with Grant Funds, shall be returned to Grantor.
- 27. 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.
- 28. 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.
- 29. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement
- 30. 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.
- a. **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 Energy and Environment
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

ii.

In the case of Grantee, to:
Auglaize County Board of
Commissioners
209 S Blackhoof St Wapakoneta, OH 45895

Signature

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

Grantee:

Auglaize County Board of Commissioners

Grantor:

State of Ohio, Department of Development


Authorized Official Signature

Signature

David Bambauer

Printed Name

Printed Name

President

Title

Title

December 22, 2022

Date

Date

EXHIBIT J

Scope of Work/Budget/Grant Application

Project scope of work and budget is located within Grantor electronic application system (Salesforce).

EXHIBIT II

Reporting

Grantee shall provide the information listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format to submit the information and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. **Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rational for the advance and anticipated uses. The rational should include supporting documentation for the requested costs.
2. **Program Reports:** Program reports must be submitted on a quarterly basis. Program reports must be submitted by close of business, on the third Friday at the end of each quarter. Program reports must include the following information:
 - a. Narrative summary of use of funds during the reporting period.
 - b. Update of outcomes projected in Grantee's Application. Examples may include an assessment initiated or completed, remediation work beginning on the site, additional testing completed and/or further development with the proposed end-use.
3. **Final Report:** A final project report must be submitted 15 days after the end of this Agreement.

EXHIBIT III

Special Conditions may be included within this Grant Agreement as agreed upon by Grantee and Grantor.

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of December, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Andrew J. Baumer, County Engineer submitted correspondence to the Board of County Commissioners stating that he requests permission to purchase the following equipment:

- 1 – Tandem Dump truck replacing 2000 unit;
- Lease agreement from resolution #22-265 that replaces list below:

A12	2009	F-450 Chassis	147,094	1 1/2 Ton Cab Chassis	2022	1 1/2 Ton ext Cab Chassis
A13	2006	Explorer	121,299	Mid Size SUV 4x2	2022	1/2 ton crewcab 4x4
A75	2000	F-150	153,195	3/4 Ton Pickup Reg 4x2	2022	3/4 Ton Pickup Reg 4x4
A103	2007	Silverado 1500	244,518	1/2 Ton Pickup Ext 4x4	2022	3/4 Ton Pickup Reg 4x4
A129	2002	silverado 1500	210,000	1/2 ton pickup 4x4	2022	1/2 ton crew cab 4x4
A112	2007	Canyon	176,135	Compact Pickup Reg 4x2	2022	3/4 ton ext cab 4x4 sb
A7	2005	Sierra 2500HD	110,130	3/4 Ton Pickup Reg 4x4	2022	1 1/2 Ton reg Cab and Chassis 4x4
A78	2004	F-150 Heritage	187,237	1/2 Ton Pickup Reg 4x4	2022	3/4 Ton Pickup Reg 4x4

WHEREAS, the purchases will be made in the best interests of the County utilizing the following: through the Ohio Department of Administrative Services Coop program and in accordance with ORC 125.04 and the Board’s Resolution #22-250 and in accordance with ORC section 307.86; and,

WHEREAS, through the Ohio Department of Transportation Cooperative Purchase program in accordance with ORC 5513.01B and the Board’s Resolution #22-249 or thru bidding process; and,

WHEREAS, the equipment purchases will be finalized after the 2023 budget is reviewed in January and will represent approximately 5% of the MVGT’s budget. All purchases will be made with 2023 MVGT funds.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize County Engineer Andrew Baumer to proceed with the purchases being made through the ODAS Co-op Purchasing Program and ODOT Cooperative Purchase program; using 2023 MVGT funds.

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

Adopted this
2nd day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bamber, Yes
David Bamber

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BROWNFIELD REMEDIATION PROGRAM GRANT AGREEMENT DEV—2022 - 192589.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of December, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners adopted resolution number #22-214 on April 28, 2022 and #22-250 resolution on May 19, 2022 authorizing the submittal of a grant application and amendment to the Ohio Department of Development (ODOD) through the Brownfield Remediation Grant Cleanup/Remediation Program for the Remediation of Koenig Project; and,

WHEREAS, the Board has received notice from the Ohio Department of Development (ODOD) that its initial funding request of \$2,464,900.00 has been approved for said project “Koenig Property Project”; and,

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

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the President of the Board, David Bambauer, to execute the Ohio Department of Development Brownfield Remediation Grant Cleanup/Remediation Program Grant Agreement DEV—2022 – 192589.

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

Adopted this
22nd day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: ODOD
Auditor

Ohio Department of Development Brownfield Remediation Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Auglaize County Board of Commissioners** (the "Grantee") for the period **January 1, 2022 (the "Beginning Date") to June 30, 2023 (the "Expiration Date")**, set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Brownfield Remediation Program in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system, the contents of this Agreement (collectively, the "Project") and the Brownfield Remediation Program Guidelines. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

- 1. Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$2,464,900.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit III: Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
- 2. Funding Source.** The Brownfield Remediation Program was established in House Bill 110 of the 134th General Assembly, codified in Ohio Revised Code section 122.6511 and found in the Ohio Administrative Code sections 122:31-1-01 through 122:31-1-06. This program awards grants for the assessment or remediation of brownfield sites throughout Ohio.
- 3. Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in **Exhibit II** and until satisfactorily completed.
- 4. Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
- 5. Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final

10% of funding until Grantee confirms matching funds are expended.

6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Exhibit II: Reporting**.
7. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
8. **Audits.** Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award. Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.
 - a. **Single Audit:** Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements. The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Single audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the audit period.
 - b. **Grant Specific Audit:** Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement. A grant specific audit must be performed by an independent public accountant. Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.
 - c. **Audit Standards:** Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.
9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in **Exhibit II: Reporting**.
10. **Reports and Records.**
 - a. **Performance Reports.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.

- b. **Signature and Costs.** The authorized representative on behalf of Grantee shall certify by his or her submission of each report required by **Exhibit II** that the information reported by Grantee is true, complete and correct.

11. Rights of Inspection. Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.

12. Budget Alterations. Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration within the electronic application system 30 days prior to the date of the change and Grantor approves the proposed alteration within the electronic application system. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration within a reasonable period of time.

13. Grantee Certifications and Assurances. By signing this Agreement, Grantee certifies and assures the following:

- a. **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment 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 incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- b. **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 14, 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.
- c. **Accounting.** Accounting systems used by Grantee are in accordance with generally accepted accounting standards and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.

- d. **Insurance.** Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

14. 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. Failure to spend matching funds, if applicable.
- 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 (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 undischarged 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 16 of this Agreement.

15. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (3) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (4) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (5) ineffective or improper use of the Grant Funds provided under this Agreement; (6) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (7) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (8) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.

- c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly expended. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.
- d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

16. 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 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.

17. Liability - Public Agency or Governmental Entity. If Grantee is a public agency or governmental entity, 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 and 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 work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself 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 party to the other.

18. 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.

19. Certification of Funds Available. None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.

20. Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement

21. 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.

22. Adherence to State and Federal Laws, Regulations.

- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of 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 conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the 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.

23. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law. This Section is not intended to require a Grantee to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

24. Falsification of Information. Grantee represents and warrants 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 180 days.

25. 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 149.43** and are open to public inspection unless a legal exemption applies.

26. Miscellaneous.

- a. **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.
 - b. **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 the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
 - c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee for Project work that was billed/paid by Grantor with Grant Funds, shall be returned to Grantor.
- 27. 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.
- 28. 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.
- 29. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement
- 30. 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.
- a. **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 Energy and Environment
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

ii. In the case of Grantee, to:

Auglaize County Board of
Commissioners
209 S Blackhoof St Wapakoneta, OH 45895

Signature

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

Grantee:

Auglaize County Board of Commissioners

Grantor:

State of Ohio, Department of Development



Authorized Official Signature

Signature

David Bambauer

Printed Name

Printed Name

President

Title

Title

December 22, 2022

Date

Date

EXHIBIT I

Scope of Work/Budget/Grant Application

Project scope of work and budget is located within Grantor electronic application system (Salesforce).

EXHIBIT II

Reporting

Grantee shall provide the information listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format to submit the information and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. **Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rational for the advance and anticipated uses. The rational should include supporting documentation for the requested costs.
2. **Program Reports:** Program reports must be submitted on a quarterly basis. Program reports must be submitted by close of business, on the third Friday at the end of each quarter. Program reports must include the following information:
 - a. Narrative summary of use of funds during the reporting period.
 - b. Update of outcomes projected in Grantee's Application. Examples may include an assessment initiated or completed, remediation work beginning on the site, additional testing completed and/or further development with the proposed end-use.
3. **Final Report:** A final project report must be submitted 15 days after the end of this Agreement.

EXHIBIT III

Special Conditions may be included within this Grant Agreement as agreed upon by Grantee and Grantor.

IN THE MATTER OF AUTHORIZING THE COUNTY TREASURER TO PLACE \$200,000.00 PER MONTH OF THE RECEIPTS OF THE COUNTY'S PERMISSIVE SALES AND USE TAX COLLECTED PER O.R.C. §5739.021 INTO THE COUNTY'S PERMANENT IMPROVEMENT FUND.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of December, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has determined that an adjustment is in order for the allocation of receipts from the County's Permissive Sales and Use Tax into the County's Permanent Improvement Fund.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the County Treasurer to place \$200,000.00 per month of the receipts, collected per Ohio Revised Code (O.R.C.) § 5739.021, of Auglaize County's Permissive Sales and Use Tax into the County's Permanent Improvement Fund effective January 1, 2023 and continuing until December 31, 2023 or until such time that the Board adopts a Resolution altering this amount.

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

Adopted this
22nd day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, ya
Douglas A. Spencer

cc: ✓ County Treasurer
✓ County Auditor

IN THE MATTER OF APPROVING A CONTRACT BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND KIDS COUNT TOO, INC.

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 22nd day of December, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job and Family Services has the responsibility of contracting with various agencies for placement and related services for children who are in the care and custody of said Department, as well as, the protective services for dependent, neglected and abused children; and,

WHEREAS, a contract for said professional services, between the Auglaize County Department of Job and Family Services, a Title IV-E Agency, and Kids Count Too, Inc. was provided to the Board of County Commissioners by the Job & Family Services Dept. with a request that the Board approve the contract with the term of contract being December 14, 2022 through December 31, 2022 at the maximum cost of \$3,500.00 for contracted services.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job and Family Services and Kids Count Too, Inc. for the professional services to dependent, neglected and abused children in the custody and care of the Job & Family Services Dept.; and,

BE IT FURTHER RESOLVED that the Board does hereby ratify the execution of said contract by the Board of County Commissioners.

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

Adopted this
22nd day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambaauer yes
David Bambaauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

cc: Department of Job & Family Services

County Commissioners Office
Auglaize County, Ohio
December 22, 2022

NO. #22-570

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 22nd day of December, 2022.

Commissioner Bergman 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
466676	8100.00	CTL ENGINEERING
466720	67530.00	MOTOROLA SOLUTIONS

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

Adopted this
22nd day
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

/cc: County Auditor

Date: DECEMBER 22, 2022

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: CHANGE ORDER 4 FOR THE GILLILAND NATURE PRESERVE WETLAND NATURAL
AREA DEVELOPMENT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 22nd day of December, 2022, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Bambauer, Mr. John Bergman, and Mr. Doug Spencer; Dr. Greg Homan was absent.

Mr. Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on January 26, 2021, the Board of Directors of Grand Lake St. Marys LFA awarded the contract for the Gilliland Nature Preserve Wetland/Natural Area Development Project to Fenson Contracting, LLC in the amount of fifty thousand four hundred thirty-two 50/100 dollars (\$50,432.50); and

WHEREAS, on June 28, 2022, the LFA Board approved Change Order 3 for said project revising the contract sum to \$66,590.64; and

WHEREAS, the LFA Board is in receipt of Change Order 4 for said project; the change order is to add: Additional trees/shrubs, fence, and reseeded; and

WHEREAS, the contract is changed as follows:


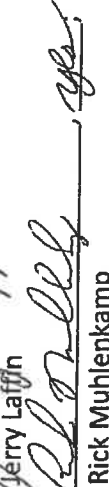
Original Contract Sum:	\$66,590.64
Net Change by Change Orders:	<u>\$ 9,155.00</u>
Contract Sum to Date:	\$75,745.64


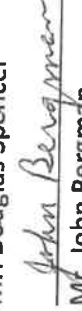

NOW, THEREFORE, BE IT RESOLVED, by the Grand Lake St. Marys LFA that:

- 1) The Board of Directors hereby approves Change Order 4 for the Gilliland Nature Preserve Wetland/ Natural Area Development Project; and,
- 2) The revised contract sum for said project is seventy-five thousand seven hundred forty-five 64/100 dollars (\$75,745.64).

Mr. Muhlenkamp seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

 _____
Mr. Jerry Laffin
 _____ *yes*
Mr. Rick Muhlenkamp
Absent _____
Dr. Greg Homan

 _____ *yes*
Mr. Douglas Spencer
 _____ *yes*
Mr. John Bergman
 _____ *yes*
Mr. David Bambauer

Motion carried.

Adopted this 22nd day of December, 2022.

ATTEST:

 _____
Kim Everman, Clerk
Board of Mercer County Commissioners

Date: DECEMBER 22, 2022

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: CHANGE ORDER 5 FOR THE BURNTWOOD-LANGENKAMP WETLAND
CONSERVATION AREA PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 22nd day of December, 2022, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Bambauer, Mr. John Bergman, and Mr. Doug Spencer. Dr. Greg Homan was absent.

Mr. Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on July 27, 2021, the Board of Directors of Grand Lake St. Marys LFA awarded the contract for the Burntwood-Langenkamp Wetland Conservation Area Project to VTF Excavation, LLC in the amount of nine hundred seven thousand seven hundred eighty-three 21/100 dollars (\$907,783.21); and

WHEREAS, on September 27, 2022, the LFA Board approved Change Order 4 for said project revising the contract sum to \$1,242,246.44; and

WHEREAS, the LFA Board is in receipt of Change Order 5 for said project; the change order is to pay for concrete pier, seed, and trees; and

WHEREAS, the contract is changed as follows:

Original Contract Sum:	\$907,783.21
Change by Previously authorized Change Orders:	\$334,463.23
This Change Order will Increase Contract Sum by:	\$52,753.30
Contract Sum to Date:	\$1,294,999.74

NOW, THEREFORE, BE IT RESOLVED, by the Grand Lake St. Marys LFA that:

- 1) The Board of Directors hereby approves Change Order 5 for the Burntwood-Langenkamp Wetland Conservation Area Project; and,
- 2) The revised contract sum for said project is one million two hundred ninety-four thousand nine hundred ninety-nine and 74/100 dollars (\$1,294,999.74).

Mr. Bergman seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Jerry Laffin _____
Mr. Jerry Laffin
Rick Muhlenkamp _____
Mr. Rick Muhlenkamp
Absent _____
Dr. Greg Homan

Doug Spencer _____
Mr. Douglas Spencer
John Bergman _____
Mr. John Bergman
David Bambauer _____
Mr. David Bambauer

Motion carried.

Adopted this 22nd day of December, 2022.

ATTEST:

Kim Everman
Kim Everman, Clerk
Board of Mercer County Commissioners

Date: DECEMBER 22, 2022

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: AN APPLICATION FOR THE CLEAN OHIO CONSERVATION FUNDS (CLEAN OHIO
FUND) FOR THE ROSENBECK FAMILY NATURE PRESERVE PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 22nd day of December, 2022, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Bambauer, Mr. John Bergman, and Mr. Doug Spencer. Dr. Greg Homan was absent.

Mr. Spencer moved the adoption of the following:

RESOLUTION

THE GRAND LAKE ST. MARYS (GLSM) LAKE FACILITIES AUTHORITY APPROVING AN APPLICATION FOR THE CLEAN OHIO CONSERVATION FUNDS (CLEAN OHIO FUND) FOR THE ROSENBECK FAMILY NATURE PRESERVE PROJECT

WHEREAS, The State of Ohio, through the Ohio Public Works Commission (Clean Ohio Conservation Fund), provides financial assistance for local entities for Clean Ohio Conservation Programs.

WHEREAS, the GLSM Lake Facilities Authority desire to participate in the program to receive financial assistance for the Rosenbeck Family Nature Preserve Project under the State of Ohio Green Space Conservation Fund; and

WHEREAS, the GLSM Lake Facilities Authority has the authority to apply for financial assistance and to administrate the amount received from the State of Ohio, Public Works Commission, and Clean Ohio Green Space Conservation Fund;

NOW THEREFORE, BE IT RESOLVED by the GLSM Lake Facilities Authority Board that:

SECTION I: The Board hereby approves the filing of an application for the State of Ohio Public Works Commission (Clean Ohio Fund) for Clean Ohio Conservation funds.

SECTION II: Jerry Laffin is hereby authorized and directed to execute and file an application for the "Rosenbeck Family Nature Preserve Project" to the Public Works Commission (Clean Ohio Fund) for the Clean Ohio Conservation Fund and to provide all information and documentation required to become eligible for possible funding assistance for the project.

SECTION III: Jerry Laffin is further authorized to execute a Declaration of Restriction and any other agreements as may be necessary and appropriate for obtaining financial assistance through the State of Ohio Department of Public Works (Clean Ohio Fund) for the Clean Ohio Conservation Program.

Mr. Bergman seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Jerry Laffin yes
Mr. Jerry Laffin

Rick Muhlenkamp yes
Mr. Rick Muhlenkamp

Absent
Dr. Greg Homan

Motion carried.

Adopted this 22nd day of December, 2022.

ATTEST:

Kim Everman
Kim Everman, Administrator/Clerk
Board of Mercer County Commissioners

David Bambauer yes
Mr. David Bambauer

John Bergman yes
Mr. John Bergman

Doug Spencer yes
Mr. Douglas Spencer

Date: DECEMBER 22, 2022

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: AN APPLICATION FOR THE CLEAN OHIO CONSERVATION FUNDS (CLEAN OHIO
FUND) FOR THE NORTH SHORE GREENSPACE PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 22nd day of December, 2022, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Bambauer, Mr. John Bergman, and Mr. Doug Spencer. Dr. Greg Homan was absent.

Mr. Muhlenkamp moved the adoption of the following:

RESOLUTION

THE GRAND LAKE ST. MARYS (GLSM) LAKE FACILITIES AUTHORITY APPROVING AN APPLICATION FOR THE CLEAN OHIO CONSERVATION FUNDS (CLEAN OHIO FUND) FOR THE GRAND LAKE ST. MARYS NORTH SHORE GREENSPACE PROJECT

WHEREAS, The State of Ohio, through the Ohio Public Works Commission (Clean Ohio Conservation Fund), provides financial assistance for local entities for Clean Ohio Conservation Programs.

WHEREAS, the GLSM Lake Facilities Authority desire to participate in the program to receive financial assistance for the Grand Lake St. Marys North Shore Greenspace Project under the State of Ohio Green Space Conservation Fund: and

WHEREAS, the GLSM Lake Facilities Authority has the authority to apply for financial assistance and to administer the amount received from the State of Ohio, Public Works Commission, and Clean Ohio Green Space Conservation Fund;

NOW THEREFORE, BE IT RESOLVED by the GLSM Lake Facilities Authority Board that:

SECTION I: The Board hereby approves the filing of an application for the State of Ohio Public Works Commission (Clean Ohio Fund) for Clean Ohio Conservation funds.

SECTION II: Jerry Laffin is hereby authorized and directed to execute and file an application for the "Grand Lake St. Marys North Shore Greenspace Project" to the Public Works Commission (Clean Ohio Fund) for the Clean Ohio Conservation Fund and to provide all information and documentation required to become eligible for possible funding assistance for the project.

SECTION III: Jerry Laffin is further authorized to execute a Declaration of Restriction and any other agreements as may be necessary and appropriate for obtaining financial assistance through the State of Ohio Department of Public Works (Clean Ohio Fund) for the Clean Ohio Conservation Program.

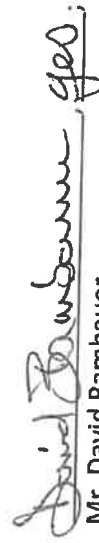
Mr. Bambauer seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA


Mr. Jerry Laffin Yes


Mr. Rick Muhlenkamp Yes

Absent _____
Dr. Greg Homan _____


Mr. David Bambauer Yes


Mr. John Bergman Yes


Mr. Douglas Spencer Yes

Motion carried.

Adopted this 22nd day of December, 2022.

ATTEST:


Kim Everman, Administrator/Clerk
Board of Mercer County Commissioners

Date: DECEMBER 22, 2022

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: AMENDMENT NO. 1 TO THE H2OHIO GRANT AWARD AGREEMENT WITH OHIO
DEPARTMENT OF NATURAL RESOURCES FOR THE SOUTHWEST GREENSPACE
TREATMENT WETLANDS PROJECT

The Board of Directors of Grand Lake St. Marys LFA met via teleconference on the 22nd day of December, 2022, with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Bambauer, Mr. John Bergman, and Mr. Doug Spencer. Dr. Greg Homan was absent.

Mr. Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Pursuant to Resolution dated April 27, 2021, the Grand Lake St. Marys Lake Facilities Authority Board entered into an H2Ohio Grant Agreement with Ohio Department of Natural Resources for the Mercer Wildlife Area Wetland Restoration Project; and

WHEREAS, both parties desire to extend the Original Agreement to allow for additional work on the Mercer Wildlife Area Wetland Restoration Project; Said work is referred to as the Southwest Greenspace Treatment Wetlands; and

WHEREAS, the Grand Lake St. Marys Lake Facilities Authority is in receipt of Amendment No. 1 to the H2Ohio Grant Agreement to modify the Original Agreement as follows:

1. Pursuant to the terms of the Original Agreement, Grantee shall complete additional work as set forth in the attached Amended Scope of Work (attached hereto as Exhibit A). The Amended Scope of Work is hereby incorporated into the Original Agreement and any subsequent agreements as if fully written therein.

All other terms and conditions of the Original Agreement, not modified herein, remain in full force and effect.

WHEREAS, the LFA Board has reviewed the Amendment No. 1 to the H2Ohio Grant Award Agreement;

NOW, THEREFORE, BE IT RESOLVED, the Grand Lake St. Marys Lake Facilities Authority Board hereby agrees to the terms of the Amendment No. 1 to the H2Ohio Grant Agreement and authorizes Chairman Laffin to sign digitally on this 22nd day of December, 2022.

Mr. Muhlenkamp seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Jerry Laffin Yes
Mr. Jerry Laffin

Rick Muhlenkamp Yes
Mr. Rick Muhlenkamp

Absent
Dr. Greg Homan

Motion carried.

Adopted this 22nd day of December, 2022.

ATTEST:

Kim Everman

Kim Everman, Clerk

Board of Mercer County Commissioners

David Bambauer Yes
Mr. David Bambauer

John Bergman Yes
Mr. John Bergman

Doug Spencer Yes
Mr. Douglas Spencer