

**IN THE MATTER OF FINDING FOR THE IMPROVEMENT OF THE DOWTY DITCH PROJECT;  
PETITIONED BY ED DOENGES AND OTHERS; SETTING DATE TO RECEIVE ENGINEER'S  
REPORTS ON SAID PROJECT.**

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The Board of Auglaize County Commissioners met in regular session on the 19th of January, 2023.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners, in Resolution #22-490, dated November 1, 2022 set January 10, 2023 at 1:30 p.m., for the First Hearing of the petition of the Dowty Ditch Project, the Board met in the Assembly Room – 2nd Floor at the Administration Building and conducted the hearing by causing the petition to be publicly read to those present by TJ Place for the County Engineer's Office; and,

**WHEREAS**, the Board finds that due and legal notice has been given in the manner and for the length of time required by law, to all owners of land affected by said improvement; and,

**WHEREAS**, the Board has made a virtual view of the proposed improvement on December 15, 2022 and has heard either in person or by counsel all evidence offered by any owner of land for or against the granting of the proposed improvement, or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, or any application therefore; and,

**WHEREAS**, the County Engineer's Preliminary Report has determined that the route and termini of the proposed improvement meets the prayer of the petition and that there are no reasonable alternative routes; and,

**WHEREAS**, the cost of the proposed improvement is less than the benefits derived.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby direct the County Engineer to proceed with the necessary survey for the proposed improvement, perform the necessary engineering calculations, develop the necessary plans for the drainage system and structures including profiles showing the cuttings and gradient of the improvement, create maps showing the location of the land proposed to be assessed and make an estimate of the cost of the construction of the improvement. The Engineer' Report shall include the actual construction cost estimate, the cost of engineering, and the cost of notices, publication and other incidental expenses; and set proper construction stakes, and perform such other duties as required by Section 6131.14 of the Ohio Revised Code; and,

**BE IT FURTHER RESOLVED** that the Board does set **April 13, 2023 at 10:00 a.m.** as the date and time for the filing of the above mentioned County Engineer's Reports.

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

Adopted this  
19th day of  
January, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	<u>yes</u>
John N. Bergman	
<u>Douglas A. Spencer</u>	<u>Yes</u>
Douglas A. Spencer	
<u>David Bambauer</u>	<u>yes</u>
David Bambauer	

✓cc: County Engineer

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A WORK EXPERIENCE PROGRAM AGREEMENT WITH THE ST. MARYS COMMUNITY LIBRARY AND THE AUGLAIZE COUNTY JOB AND FAMILY SERVICES.

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Ohio Department of Job & Family Services has created the Work Experience Program which is to provide work experience for OWF, ABAWDs and FSET participants in an employment environment, that would provide them the opportunity to acquire or upgrade general work skills, training, knowledge and work habits. The main goal of the program is to move participants to self-sufficiency through employment. The St. Marys Community Library agrees to provide a work experience location and further agrees that as a condition of this agreement, there shall be no discrimination against any participant on the basis of race, color, national origin, sex, or handicap or any other factor as specified by federal and state laws regarding discrimination; and,

**WHEREAS**, this agreement shall be become effective on January 1, 2022 and will expire on August 31, 2023.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the execution of the Work Experience Program Agreement negotiated with St. Marys Community Library.

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

Adopted this  
19th day of  
January, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, Yes  
David Bambauer

cc: Auglaize County Department  
of Job & Family Services

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th of January, 2023.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

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

<b>General Fund:</b>		<b>From:</b>	<b>To:</b>
Amount:	001.1701.538000 (Transfers)	001.1701.538000 (Transfers)	001.1001.530400 (Equipment)
\$ 4,494.00	001.1701.538000 (Transfers)	001.1701.538000 (Transfers)	001.0205.530400 (Equipment)
\$ 6,723.48	001.1701.538000 (Transfers)	001.1701.538000 (Transfers)	001.0205.530600 (Contract Services)
<b>DD Capital Fund:</b>		<b>From:</b>	<b>To:</b>
Amount:	040.0040.530400 (Equipment)	040.0040.530400 (Equipment)	040.0040.530600 (Contract Services)
\$61,000.00			

**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  
19th day of  
January, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman  
John N. Bergman, yes

Douglas A. Spencer  
Douglas A. Spencer, yes

David Bambauer  
David Bambauer, yes

- cc: ✓ County Auditor
- ✓ County Administrator
- ✓ Juvenile Court
- ✓ Sanitary Engineer
- ✓ DD Board

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT AGREEMENT FOR OHIO HOUSING TRUST FUNDS (OHTF) FOR PROGRAM YEAR 2022.**  
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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on June 9, 2022, the Board of County Commissioners authorized the submittal of a grant application in the amount of \$1,000,000.00 to the Ohio Department of Development (ODOD) Office of Community Development (OCD) for funding via the Community Housing Impact and Preservation (CHIP) Program; and,

**WHEREAS**, the Board has received notice from the Ohio Department of Development (ODOD) Office of Community Development (OCD) that its funding request has been approved; and,

**WHEREAS**, on January 12, 2023 in Resolution #23-031 the Board of Auglaize County Commissioners approved two grant agreements from the Ohio Department of Development (ODOD) Office of Community Development (OCD) for \$950,000.00 in grant funding available through two (2) different sources; and, the

**WHEREAS**, third grant agreement for \$50,000 from Ohio Housing Trust Funds (OHTF) has been received from the Ohio Department of Development (ODOD); and,

**WHEREAS**, this grant agreement is to be executed by the President of the Board.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board John N. Bergman, to execute the following grant agreement with the Ohio Department of Development (ODOD) Office of Community Development (OCD) for the County's Community Housing Impact and Preservation (CHIP) Program – Ohio Housing Trust Fund (OHTF):

Grant No. S-C-22-1AF-1

Source: Community Housing Impact and Preservation Program – Ohio Housing Trust Fund (OHTF)  
Grant allocation: \$50,000.00.

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

Adopted this  
19th day of  
January, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	<u>Yes</u>
<u>Douglas A. Spencer</u>	<u>Yes</u>
<u>David Bambauer</u>	<u>Yes</u>

cc: ODOD, Kleinfelder, Auditor

# PY 2022 Community Housing Impact and Preservation Program

## State of Ohio Community Housing Impact and Preservation (CHIP) Program Ohio Housing Trust Fund (OHTF) Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and **Auglaize County Board of Commissioners** (the "Grantee"), for the period **December 1, 2022 to April 30, 2025**.

### Background Information

A. Ohio Revised Code Section 174.02 created the Low- and Moderate-Income Housing Trust Fund ("OHTF") in the State Treasury to provide housing and housing assistance for targeted low- and moderate-income families and individuals. The fund consists of fees collected by county recorders pursuant to Ohio Revised Code 319.63, grants, gifts, loan repayments and contributions of money including the earnings from the investment of the fund.

B. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

### Statement of the Agreement

- 1. Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$50,000** (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 **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of 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.
- 3. Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A: Scope of Work. 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



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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. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. 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.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **OCD Program Policy 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications**, which is attached hereto and made a part hereof.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three 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.
10. **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 to appropriate state agencies or officials, 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.

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11. **Audits.** Grantee shall ensure that the Grant Funds are audited according to the requirements of **Attachment E: Grant Administration Guidelines**, which is attached hereto, made a part hereof, and incorporated herein by reference.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. 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 the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work
13. **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 15, 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.
14. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
15. **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.
  - 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 undismitted 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.

## PY 2022 Community Housing Impact and Preservation Program

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.

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. **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.
18. **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. Additional information found in  **OCD 15-07: Resolving a Potential Conflict of Interest**.
19. **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.
20. **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



## PY 2022 Community Housing Impact and Preservation Program

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.

**21. 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.

**22. 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.

**23. 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.

### **24. 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.

## PY 2022 Community Housing Impact and Preservation Program

- 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 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.
- 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  
Attn: 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. Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy**.
- 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

**PY 2022 Community Housing Impact and Preservation Program**

express written consent of Grantor. Additional information found in **OCD 15-01: Responsibility for Grant Administration**.

- 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 and are 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, including, without limitation, any indemnification obligation, 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 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

Authorized Official

John N. Bergman

Printed Name:  
President

Title:

January 19, 2023

Date:

*John N. Bergman 1-19-23*

**Grantor:**  
State of Ohio  
Department of Development

By:

Printed Name:

Title:

Date:

# PY 2022 Community Housing Impact and Preservation Program

## Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Auglaize County Board of Commissioners
Address	209 S Blackhoof St Wapakoneta, OH 45895
County	Auglaize
Phone	(419) 739-6710

Grant Information	
CFDA	
FTI Number	34-6400073
Program	Community Housing Impact and Preservation Program
Grant Number	S-C-22-1AF-1
Grant Award	\$50,000

Grant Dates	
Award Date	December 1, 2022
Work Completion Date	February 28, 2025
Draw Date	March 31, 2025
Grant Completion Date	April 30, 2025

### Project Description

Auglaize County has been awarded \$1,000,000 through the Community Housing Impact and Preservation (CHIP) Program. The CHIP Program eligible activities will be made available to qualified low- and moderate-income residents. The program activities are as follows: Owner Rehabilitation \$580,000 to complete 10 units; Owner Home Repair \$300,000 to complete 14 units; and will include the required Fair Housing component. Other jurisdiction(s) under the county's service area include the Cities of St. Marys and Wapakoneta.

### Partnering Jurisdiction(s)

St. Marys  
Wapakoneta

Service Area
Community
Auglaize

**PY 2022 Community Housing Impact and Preservation Program**

Source of Funds			
Provider	Amount	Fund Category	Fund Type
Auglaize County	\$134,900	Home Program Income	Other Leveraged Funds
City of St. Marys	\$18,000	Home Program Income	Other Leveraged Funds
Grant Funds	\$1,000,000		

Awarded Program Budget				
Project Category/Activity Name	Total Program Budget	HOME	CDBG	OHTF
2-Repair Assistance/1-Home / Building Repair	\$300,000	\$0	\$250,000	\$50,000
<b>Total Awarded Program Budget:</b>	<b>\$1,152,900</b>	<b>\$638,000</b>	<b>\$312,000</b>	<b>\$50,000</b>

Housing Program Income			
Description	HOME	CDBG Housing	
Program Income Cash on Hand Balance	\$152,933.00	\$0.00	
Program Income Leveraged in CHIP Program Application	\$152,933.00	\$0.00	
<b>Balance Available after CHIP Program Commitment</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Program Income Committed to Other Projects	\$0.00	\$0.00	
<b>Balance Available after Other Commitments</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Program Income Reflected in Implementation Plan	\$0.00	\$0.00	
<b>Remaining Uncommitted Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Adopted Policy & Procedure Manual:

Auglaize County

**PY 2022 Community Housing Impact and Preservation Program**

<b>Program Outcomes</b>			
<b>Project Name</b>	<b>Beneficiaries</b>	<b>Percent</b>	<b>Measurable</b>
Rehabilitation Assistance - Private Rehabilitation	27	100.00 %	10 Units Rehabbed - Owner
Repair Assistance - Home / Building Repair	38	100.00 %	14 Units Repaired - Owner

<b>Program Data</b>		
<b>Project/Activity Name</b>	<b>Projected Outcomes</b>	<b>Outcome Type</b>
3-Rehabilitation Assistance/1-Private Rehabilitation	10	Units Rehabbed - Owner
2-Repair Assistance/1-Home / Building Repair	14	Units Repaired - Owner
1-Administration / Fair Housing/1-Fair Housing Program	1	Standard Fair Housing Program



## PY 2022 Community Housing Impact and Preservation Program

### Attachment B: Program Requirements Community Housing Impact and Preservation (CHIP) Program Ohio Housing Trust Fund

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **Eligible Costs.**
  - a. Expenditures may only be made for those activities contained in **Attachment A: Scope of Work**, which is attached hereto, made a part hereof and incorporated herein by reference. In no case may expenditures be made for an activity considered ineligible under the Ohio Housing Trust Fund (OHTF) Program or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Department of Development (Development) website here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>
  - b. Amendments to this Agreement may only be made with prior approval by Grantor. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Development website here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>  
Additional information found in **OCD Program Policy 20-01: Grant Operations and Financial Management Policy.**
3. **Program Income.** Any program income resulting from expenditures of the Grant Funds must be returned to Grantor unless Grantee received prior approval from Grantor.
4. **Multi-source projects. HOME funds must be drawn first for activities that are funded with multiple sources unless the project requires a specific source.**
5. **Project Completion Requirements.** All projects, as identified in Attachment A, must be 100% completed and inspected, i.e., work finished and final inspection conducted, by **February 28, 2025**. Any work not completed and inspected by this time may not continue without written approval by Grantor. The Grantee must submit the OCD Final Inspection Report/Homeowner Satisfaction Statement for every project address or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application. There must be a clause in each contract, funded in whole or in part with OHTF funds under this Grant Agreement, which stipulates that work be completed no later than **February 28, 2025**.  
  
Project completion includes and requires a beneficiary(ies) for all projects identified in Attachment A. Grantee must submit beneficiary data for every project address or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application.
6. **Drawdown Requests.** All committed OHTF funds must be 100% drawn for eligible project expenditures by **March 31, 2025** or an extension will be necessary to complete committed projects and there will be a score reduction on the Grantee's next application. If any uncommitted, unspent OHTF funds remain, the grant amount will be reduced without penalty.

## PY 2022 Community Housing Impact and Preservation Program

### 7. Close-Out Requirements.

- a. Final Performance Reports for Grantee's program, as described in Attachment A, must be submitted to Grantor by **April 30, 2025**.
- b. A beneficiary is required for all projects identified in Attachment A. Beneficiary data must be submitted to OCD as part of the Final Performance Report.
- c. If a Final Performance Report is not submitted by **April 30, 2025**, due to non-completion of the project, Grantee may request an extension and there will be a score reduction on the Grantee's next application.

### 8. Low-Income Designation.

- a. All households assisted with Ohio Housing Trust Funds must qualify by income at 50% or below of the area median income (AMI).
- b. If applicable, Grantees undertaking activities that provide, or assist in providing, a rental housing project must reasonably ensure that the rental housing project will be affordable to those families and individuals targeted for the rental housing project.
- c. If applicable, Grantees undertaking activities that will provide, or assist in providing, a housing project must prepare and implement a plan to reasonably assist any families and individuals displaced by the housing project in obtaining decent affordable housing.
- d. Grantee shall not violate **Section 4112.02 of the Ohio Revised Code, Unlawful Discriminatory Practices.**

### 9. Housing Rehabilitation and Repair Activities. Housing rehabilitation and repair activities must be implemented in accordance with Grantor's Housing Handbook and corresponding program application instructions. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>.

Emergency home repair projects are defined as projects with the presence of harmful or threatening conditions where immediate public action is determined necessary to meet a need of recent origin. The conditions must pose an immediate threat to the health and safety of the occupant and/or the structural integrity of the home.

### 10. **Relocation Policy.** Where short-term relocation is required to facilitate CHIP funded projects, grantees shall provide relocation assistance as detailed in **OCD Program Policy 22-02: Relocation Policy** found here: <https://development.force.com/OCDTA/s/article/Relocation-Policy>. This policy conforms to HUD requirements found at 24 CFR 570.606.

### 11. **Special Condition on Lead-Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with CHIP funds where a lead-safe renovator or lead abatement contractor listed by Ohio Department of Health (ODH) applies

## PY 2022 Community Housing Impact and Preservation Program

interim or abatement control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115** or that are within de minimis levels at **24 CFR Part 35.1350**. For activities that are covered by this Special Condition, Grantee shall:

- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by **24 CFR 35.130** and get a receipt from the occupant that they have received the pamphlet.
- b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or Lead Abatement Contractor licensed by ODH.
- c. Use clearance technicians licensed by ODH or use a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee and furnish such information to Grantor upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allow Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.
- g. Have a scope of work prepared by persons who have, at a minimum, successfully obtained a Lead Abatement Contractor license.
- h. A contractor awarded a bid for a lead hazard control job must be licensed by the State of Ohio as a lead abatement contractor and must employ only licensed lead abatement contractors or workers. All lead abatement contractors must follow all HUD, United States Occupational Safety and Health Administration (OSHA), US EPA, state, and local regulations when performing lead hazard control work. Guidelines at <https://odh.ohio.gov/know-our-programs/lead-licensure-and-accreditation-program/laws-and-rules>
- i. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the

## PY 2022 Community Housing Impact and Preservation Program

- area will be appropriately isolated from the rest of the work site.
- j. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with CHIP funds:
- 1) That the contractor shall make the project and its files available for inspection by Grantor and Grantee during normal business hours anytime while the renovation, rehabilitation, or paint repair is being completed. This includes the entire work site, work specifications, and any documents related to the project.
  - 2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
  - 3) That the contractor:
    - a) Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or ODH licensure of all persons including licensed abatement contractors or workers); and
    - b) Shall provide such documentation to Grantor upon request.
  - 4) That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with **24 CFR 35.900 to 35.940**, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.
  - 5) That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead safe manner.
  - 6) That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.
  - 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

## PY 2022 Community Housing Impact and Preservation Program

### Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely manner. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within 15 days of the completion of each six-month interval of the grant work period.
2. Grantee shall submit a Final Performance Report at the conclusion of the program which is the subject of this Agreement.
3. Grantee shall comply with the reporting requirements provided in **20-01: OCD Grant Operations & Financial Management Program Policy Notice**. The OCD Program Policy Notices can be found at <https://development.force.com/OCDTA/s/topic/0TOt0000000PPZ8GAO/policy-notices>.
4. Grantee shall retain all records, receipts, etc. for a period of three years after the Final Closeout of this Agreement. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

## PY 2022 Community Housing Impact and Preservation Program

### Attachment D: Grantee Assurances and Certifications

Grantee hereby assures and certifies to the following conditions:

1. For any individual and/or family receiving assistance under the provisions of this Agreement that violates the program requirements, Grantee may terminate assistance in accordance with a formal process as established by Grantee. Such process must recognize the right of individual(s) affected, which may include a hearing.
2. Grantee shall provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the following principles:
  - a. It will not discriminate against any person applying for any of the eligible activities under this Program on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion;
  - b. It will not discriminate against any person applying for any of the eligible activities under this Program on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion; and
  - c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities under this Program.
3. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of **24 CFR Part 35, subparts A, B, J, K and R.**
4. Within 30 days after the Grant Period ends or this Agreement is terminated, Grantee shall repay to Grantor any unspent Grant Funds drawn pursuant to this Agreement as well as any unauthorized expenditure of Project Funds.



## PY 2022 Community Housing Impact and Preservation Program

### Attachment E: Local Government Certifications to the State

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
  - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
  - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
  - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
  - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).

## PY 2022 Community Housing Impact and Preservation Program

6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
  - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
  - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  - c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**IN THE MATTER OF ACCEPTING THE QUOTE FROM ALL SERVICE GLASS FOR THE  
INSTALLATION OF SAFETY FILM ONTO THE VETERAN SERVICE COMMISSION OFFICE  
HALLWAY WINDOWS FOR THE ADMINISTRATION BUILDING.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, All Service Glass has submitted a quote of \$1,347.98 to furnish and install 8mil safety film onto Veteran Service Commission Office Hallway Windows in the Administration Building with the following scope of work to include material and/or labor:

- 8.38 ft. Window film safety \$121.51
- 15.28 ft. Window film safety \$221.56
- 15.28 ft. Window film safety \$221.56
- 15.28 ft. Window film safety \$221.56
- 9.44 ft. Window film safety \$136.88
- Labor \$125.00
- Optional interior door & labor \$85.47
- Optional reception slider & labor \$214.44

**THEREFORE BE IT RESOLVED**, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote from All Service Glass for \$1,347.98 to install window film safety onto Veteran Service Commission Office Hallway Windows in the Administration Building; and,

**BE IT FURTHER RESOLVED** that said Board of Commissioners does hereby authorize County Administrator to proceed with the scheduling of the installation of the window film project in the Administration Building per the above mentioned quote.

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

Adopted this  
19th day of  
January, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc: ✓ All Service Glass  
Maintenance Supervisor

**IN THE MATTER OF ACCEPTING THE QUOTE FROM MOELLER DOOR & WINDOW TO REPLACE THE EAST DOOR AT THE COURTHOUSE.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Moeller Door & Window has submitted a quote of \$11,345.00 to furnish and install a new door for the Courthouse with the following scope of work to include material and/or labor:

- Labor and materials to remove and replace the existing entrance at the courthouse.
- Door & Frame
- Finish: Dark-Bronze Anodized
- Frame: 2" x 4-12" thermally broken framing
- Door: 500 wide stile Door, std. bottom rail, 6" cross rail
- HDW: Continuous hinge, std. exterior pull, rim panic device, weather stripping, remount existing automatic operator
- Glazing: 1" 1G unit – bronze tint w/ Low-e tempered
- Caulk: both side of elevation

**THEREFORE BE IT RESOLVED**, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote from Moeller Door & Window for \$11,345.00 to install a new entrance door in the Courthouse; and,

**BE IT FURTHER RESOLVED** that said Board of Commissioners does hereby authorize Maintenance Supervisor to proceed with the scheduling of the installation of the new door project in the Courthouse per the above mentioned quote.

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

Adopted this  
19th day of  
January, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye  
John N. Bergman

Douglas A. Spencer, ye  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc: Moeller Door & Window  
Maintenance Supervisor

County Commissioners Office  
Auglaize County, Ohio  
January 19, 2023

NO. #23-052

**IN THE MATTER OF AUTHORIZING SOLID WASTE EMPLOYEES TO BE PAID OVERTIME,  
\*\*\*\*\***

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of January, 2023

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Rob Egbert, James Ray, Brian Stelzer, Donald Ellinger and Edgar Clem are employed at the Auglaize County Recycling Center; and,

**WHEREAS**, Solid Waste District Coordinator, Scott Cisco, has requested to pay the above named individuals overtime which also includes any holidays worked at the Recycling Center for the above named employees effective January 05, 2023 through the end of December 31, 2023 or such earlier time as the Solid Waste District Coordinator determines overtime isn't necessary for the operational needs of the department; and,

**WHEREAS**, the Board of County Commissioners wishes the above named individuals to be paid for the overtime hours and holiday hours worked at the Recycling Center.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize Rob Egbert, James Ray, Brian Stelzer, Donald Ellinger and Edgar Clem, Auglaize County Recycling Center employees, to be paid as overtime hours for all eligible hours for overtime hours worked from January 5, 2023 through December 31, 2023 or such earlier time as the Solid Waste District Coordinator determines overtime isn't necessary for the operational needs of the department.

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

Adopted this  
19th day of  
January, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc: Clerk of the Board  
Solid Waste District Coordinator  
Auditor

**IN THE MATTER OF ENTERING INTO A RECORDS MANAGEMENT AND IMAGING SYSTEM AGREEMENT/QUOTE WITH KOFILE TECHNOLOGIES, INC FOR THE AUGLAIZE COUNTY RECORDER; AND AUTHORIZING THE PRESIDENT OF SAID BOARD TO EXECUTE THE AGREEMENT/QUOTE.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County Recorder Emily K. Schlenker presented to the Board of County Commissioners a Records Management and Imaging System Agreement/Quote between Auglaize County, Ohio (“CLIENT”) and Kofile Technologies, Inc. (“KOFILE”). KOFILE will provide Client with the information technology products, software and materials (collectively, the “System”), and services (“Services”) described in the State of Work, attached here to as Schedule V; and,

**WHEREAS**, this Agreement will become effective on the date of full execution by the parties (the “Effective Date”); and,

**WHEREAS**, Client agrees to pay KOFILE for the System and Services in accordance with the payment provisions set forth in Schedule A. KOFILE shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt. The date of payment shall be the date the check is mailed, as evidenced by the postmark for a total amount of \$59,156.00. Since Kofile maintains the integrity of the Recorder’s Database on the County Fusion System, it can be realized that these services are “Sole Source.”

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the Records Management and Imaging System Agreement/Quote as presented by Kofile Technologies, Inc.;

**BE IT FURTHER RESOLVED** that the Board of County Commissioners does authorize the President to execute the Records Management and Imaging System Agreement/Quote between Auglaize County, Ohio and Kofile Technologies, Inc.

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

Adopted this  
19th day of  
January, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, Yes  
David Bambauer

cc: Recorder  
Kofile Technologies, Inc.



**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 19th day of January, 2023.

Commissioner *Bowman* 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:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
467300	250.20	TSC
467302	337.81	JOINT TOWNSHIP DISTRICT
467305	187.17	JOINT TOWNSHIP DISTRICT
467306	4350.00	JOINT TOWNSHIP DISTRICT
467309	657.05	CITY OF WAPAK
467311	335.00	MIDNET MEDIA
467314	138.61	CITY OF WAPAK
467316	119.89	AES
467317	486.72	AES
467320	247.00	OHIO STATE BAR ASSOCIATION
467321	634.95	KOHL'S
467323	3410.00	CLEAR CREEK FARM
467327	6236.65	OHIO JOB & FAMILY SERVICES
467334	6184.82	SPECIALIZED ALTERNATIVE
467335	147.42	TONI FISHER
467336	169.95	WABASH MUTUAL TELEPHONE
467337	112.36	SUBURBAN PROPANE
467338	2500.00	FORENSIC FLUIDS LABS, INC
467339	315.00	ALLEN COUNTY TREASURER
467340	1150.00	N.W.G.S
467341	2321.44	ECOM BUSINESS SOLUTIONS
467343	8100.00	AUGLAIZE CO DEPT OF JOB & FAMILY
467345	676.28	FIRST NATIONAL BANK
467346	772.26	FIRST NATIONAL BANK
467347	450.00	INTERCOURT CONFERENCE
467351	9300.00	KEEPING KIDS SAGE INC.
467352	150.00	ERIC WILSON
467355	420.11	DAYTON SUPERIOR CORP
467357	798.00	CCAO
467359	1870.00	F & J HOME IMPROVEMENT
467360	800.00	BIOMETRIC INFORMATION
467361	550.00	OHIO TASK FORCE COMMANDERS
467362	194.70	KIESLER POLICE SUPPLY CO, INC
467363	2545.36	NORTHWESTERN OHIO COMMUNITY

467364	613.29	JAMIE CUPP
467370	146.25	SCOTT TEMPLE
467371	750.00	CHAD VANVOORHIS
467372	4292.00	MARSH FOUNDATION SCHOOL
467377	8437.04	K & P MEDICAL TRANSPORT
467378	259.73	SPEAKWRITE, LLC
467379	1764.25	STRATEGIES FOR BEHAVIOR
467380	146.46	FIRST COMMUNICATION, LLC
467381	3000.39	ADRIEL SCHOOL INC
467382	859.16	LEXIS NEXIS
467383	1550.00	NEW KNOXVILLE TELEPHONE CO
467384	325.68	DOMINION ENERGY
467388	133.52	OHIO CSEA DIRECTORS ASSOC.
467389	122.33	LOWES
467390	451.37	LOWES
467396	2020.79	POWERPLAN OIB
467397	11780.00	MIAMI COUNTY
467398	253.00	PATHOLOGY LABORATORIES
467399	172.76	PATHOLOGY LABORATORIES
467400	1545.75	OHIO UTILITIES PROTECTION SERVICE
467401	382.26	US BANCORP
467405	121.10	ROBB HEMMELGARN
467406	142.50	THE HEARN LAW OFFICE
467410	266.00	DOMINION
467411	941.05	DOMINION
467412	5986.05	DOMINION
467413	270.32	MARK FREEMAN
467414	200.00	JASON THIS
467415	244.53	HEATHER MAHAFFEY
467416	6647.00	BUTLER, FAIRMAN, & SEUFERT, INC
467419	422.60	CAPITAL ONE
467420	17836.50	WINGS ENRICHMENT CTR
467421	253.12	EVANS WAP LLC
467423	750.00	NEW BREMEN FLATS, LLC
467425	5000.00	AUGLAIZE TREASURER
467426	7500.00	AUGLAIZE TREASURER
467427	22255.00	AUGLAIZE TREASURER
467428	397.63	CITY OF ST. MARYS
467430	500.00	MARIAGERNADA REYES ALVAREZ

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

Adopted this  
19th day  
January, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

cc: County Auditor

John N. Bergman, yes  
John N. Bergman  
Douglas A. Spencer, Yes  
Douglas A. Spencer  
David Bambauer, yes  
David Bambauer