

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th of July, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

Heritage Trails Park District Fund:
Amount: From: 946.0946.531000 (Prof. Services) 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 Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
July, 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: County Auditor
/HTPD

County Commissioners Office
Auglaize County, Ohio
July 12, 2022

NO. #22-321

IN THE MATTER OF RATIFYING THE EMPLOYMENT OF KARA LONG AS THE PART TIME FAMILY AND CHILDREN FIRST COMMUNITY LIAISON POSITION AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 12th of July, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Julie Gossard, Director of the Auglaize County Department of Job & Family Services, informed the Board that the Family and Children First part time Community Liaison position was posted, and interviews conducted by the Family and Children First hiring committee.

WHEREAS, a recommendation was made by the Family and Children First hiring committee to the Family and Children First Executive Council to hire Kara Long to fill the position effective July 13, 2022. The position falls under pay grade 17 with an hourly rate of \$19.58; and.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the employment of Kara Long to the position so mentioned above in the Auglaize County Department of Job & Family Services; employment in accordance with the specifications as mentioned above.

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

Adopted this
12th day of
July, 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: ✓ Auglaize County Department
of Job & Family Services
✓ Auditor
✓ Kara Long

IN THE MATTER OF AUTHORIZING A PAY INCREASE FOR JENNIFER FREE, FCFC COORDINATOR EMPLOYEE AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of July, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the following memo was received by the Board of County Commissioners from Auglaize County Department of Job and Family Services Director Julie Gossard:

Board of Auglaize County Commissioners

The Family & Children First Council held an executive membership meeting and approved a 4% COLA increase for Jennifer Free, FCFC Coordinator effective 7/5/2022. Jennifer was not included in the 4% COLA in January 2022 due to FCC needing to have a proposal and vote on the pay increase. Jennifer's rate of pay will go from \$22.39 per hour to \$23.29 per hour.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize a pay increase to \$23.29 for Jennifer Free, FCFC Coordinator at the Auglaize County Department of Job and Family Services upon above recommendation of Job & Family Department Director Julie Gossard; and,

BE IT FURTHER RESOLVED that the Board does hereby make the pay increase retroactive to July 5, 2022.

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

Adopted this
12th day of
July, 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: Department of Job & Family Services

IN THE MATTER OF APPOINTING BROOKE MARTIN AS THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS' DESIGNATED REPRESENTATIVE TO THE WEST OHIO COMMUNITY ACTION PARTNERSHIP (WOCAP) FORMERLY (LACCA) BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of July, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in January 2016 the Lima Area Council on Community Affairs (LACCA) Board was designated as the community action organization of Auglaize County by the State of Ohio and the Board of the County Commissioners per the governing documents of LACCA shall be represented on the LACCA Board by a member or a designee; and,

WHEREAS, on June 30, 2016 the legal name was changed from LACCA to West Ohio Community Action Partnership (WOCAP); and,

WHEREAS, Erica L. Preston has verbally resigned from the WOCAP Board; and,

WHEREAS, Brooke Martin has submitted a letter of interest to serve on this WOCAP Board; and,

WHEREAS, the Board has contacted Brooke Martin and she has accepted the on-going appointment to serve on the West Ohio Community Action Partnership (WOCAP) Board.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby appoint Brooke Martin to the on-going appointment as the Auglaize County Board of Commissioners' designated representative to the West Ohio Community Action Partnership (WOCAP) Board.

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

Adopted this
12th day of
July, 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: WOCAP – Jackie Fox
 Brooke Martin

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD OR THE COUNTY ADMINISTRATOR TO EXECUTE NECESSARY PAPERWORK TO HAVE AUGLAIZE COUNTY JOIN THE WESTERN OHIO RURAL PLANNING ORGANIZATION (WORPO).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of July, 2022.

Commissioner Spencer moved adoption of the following:

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners have been made aware of the existence and the purposes of the Western Ohio Rural Transportation Planning Organization (“WORPO”); and,

WHEREAS, the Auglaize County Engineer believes that membership and participation in that Organization can and will benefit Auglaize County and its citizens, and desires to appoint two local elected officials to represent Auglaize County and its interests in that Organization, as recommended by the Auglaize County Engineer verbally during his meeting with the Board held on July 7, 2022.

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

SECTION ONE: The President of the Board or County Administrator are authorized to execute necessary documentation and the Clerk is authorized to remit the membership dues to join the Western Ohio Rural Transportation Planning Organization. Furthermore, Auglaize County hereby appoints County Engineer Andrew Baumer and County Commissioner Douglas Spencer as their two representatives on the Western Ohio Rural Planning Organization committee.

SECTION TWO: It is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this Resolution were adopted in an open meeting of this July 12, 2022, and that all deliberations of this resolution and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

WHEREFORE, this Resolution shall be in force effective July 12th, 2022, after its passage.

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

Adopted this
12th day of
July, 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: County Engineer
WORPO - certified

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM GRANT AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of July, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners adopted resolution number #22-085 on February 22, 2022, authorizing the submittal of a grant application to the Ohio Department of Development (ODOD) for the proposed sum of at least \$500,000.00 to utilize the funds for projects that identified as blighted, vacant or abandoned structures throughout Auglaize County; and,

WHEREAS, the Board has received notice from the Ohio Department of Development (ODOD) that its initial funding request has been approved for numerous projects for various entities; 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 Building Demolition and Site Revitalization Program Grant Agreement.

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

Adopted this
12th day of
July, 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 Building Demolition and Site Revitalization 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 to May 1, 2023**, to 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 Building Demolition and Site Revitalization 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 Building Demolition and Site Revitalization 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 **\$500,000.00** (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 the **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project and for costs considered allowable according to program guidelines or other documentation guidance provided by Development. The Grantee must ensure legal access/authority to the property and that the property is an eligible location. 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 Building Demolition and Site Revitalization Program was established in House Bill 110 of the 134th General Assembly, codified in Ohio Revised Code section 122.6512 and found in the Ohio Administrative Code sections 122:32-1-01 through 122:32-1-06. This program awards grants for the demolition of commercial and residential buildings and revitalization of surrounding properties on sites throughout Ohio that are not brownfields.
- 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. **Demolition Requirements.** If Demolition activities are intended to be part of the Project and the building(s) is at least 50 years old, Grantee must comply with all policies of Ohio's State Historic Preservation Office (SHPO) and complete the waiver form attached as **Exhibit IV**. Any property individually listed on the National Register of Historic Places (NHRP) or a contributing building in a historic district listed on the NRHP is not eligible for demolition unless provided a waiver through SHPO (Exhibit IV). If a property is not listed on the NHRP but Grantee is aware it may be eligible for listing in the NHRP and no local historic review authority exists, Grantee must notify SHPO prior to demolition and adhere to any SHPO requirements. Should Grantee fail to follow SHPO procedures, grant funds may be forfeited for any demolition activity at the property.
8. **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.
9. **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.
 - i. **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.
 - ii. **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.
 - iii. **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.

- 10. 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.**
- 11. 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.
- 12. 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.
- 13. 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.
- 14. Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and assures the following:
- a. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee 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 the 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 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.
- 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 by a surety or fidelity insurance to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain on file and produce a copy at the request of the Grantor a Certification of Fidelity Bonding and Collateral Security of Deposits.
- 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.

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.
 - iv. Failure of Grantee to comply with the State Historic Preservation Office.
 - v. 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 18 of this Agreement.

16. 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 or pay liquidated damages 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.
17. **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.
18. **Liability.**
- a. **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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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, 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.

24. 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- 31. 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



Authorized Official
David Bambauer

Printed Name:
President

Title:
July 12, 2022

Date:

Grantor:

State of Ohio, Department of Development

By:

Printed Name:

Title:

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. Quarterly Performance Reports:** These reports must include documentation of demolition including before, during, and after pictures of demolition activity for each address, expenses, matching funds if required, environmental reports, authority for demolition (title, consent, court order, etc.) and contractor release of liens. Quarterly Performance Reports are due by 5:00 p.m. on the second Friday after the end of each quarter.
- 3. Final Performance Report:** Lead Entities must provide a final performance report on demolitions and land reutilization by December 31, 2023. This report must include the number of demolitions completed, expenditures including in-kind contributions, and program accomplishments including community and economic benefits realized.

EXHIBIT III

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



**Building Demolition and Site Revitalization
Historic Waiver Form**

Instructions: Building Demolition and Site Revitalization grantees must complete this form if a proposed property is subject to the historic review. Please note that any property individually listed on the National Register of Historic Places (NRHP) or a contributing building in a historic district listed on the NRHP may not be eligible for Building Demolition and Site Revitalization funds. Properties not on the NRHP that are less than fifty (50) years old do not require approval. Where a local historic preservation review board or process is available, that process is determinative, and this form is not required. You may attach a second page if additional space is needed. Forms should be submitted to section106@ohiohistory.org

Partner: _____
Parcel ID: _____
Target Area: _____

Please check all that apply:

- Property is at least 50 years old;
- Property is listed in the Ohio Historic Inventory;
- Property is not individually listed on the NHRP or a contributing building in a historic district listed on the NRHP;
- Property may have "historic significance" individually or via proximity to a historic district;
- No local historic preservation design review authority exists;
- Upon information and belief, no funds are available to preserve the property;
- I have confirmed the above information is accurate based on the SHPO Online GIS mapping system.

Please answer the following to the best of your ability:

Property Address/Location:

Description of the Property:

Date building and any adjacent buildings were built:



List of any adjacent properties on or eligible for the NRHP:

Condition Assessment:

Recent Transfers:

Alternative treatments considered and the cost of each:

Reason "historic significance" is suspected, if applicable:

Other information warranting consideration:

I am a duly authorized representative of the Partner with the authority to execute this waiver form on behalf of the Partner. I have read and understand the Building Demolition and Site Revitalization Guidelines and other governing documents related to this program. I certify that the statements contained above are accurate and this waiver complies with all guidelines and governing regulations.

Signature of Certifying Individual: _____ Date _____
Name of Certifying Individual: _____

SHPO Recommendation: _____ Approve Waiver _____ Deny Waiver _____
Signature of SHPO Staff: _____ Date _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS TO CERTIFY THE FINAL NOTICE AND PUBLIC EXPLANATION OF A PROPOSED ACTIVITY IN A 100-YEAR/500-YEAR FLOODPLAIN AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS IN CONJUNCTION WITH THE OHIO DEPARTMENT OF DEVELOPMENT PY2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TARGET OF OPPORTUNITY GRANT PROGRAM.

The Board of County Commissioners of Auglaize County met in regular session on the 12th day of July, 2022.

Commissioner Bambauer made the motion to adopt the following:

RESOLUTION

WHEREAS, the Board of Commissioners has received a PY2021 Community Development Block Grant (CDBG) Target of Opportunity Grant Program for the St. Marys Theater & Grand Opera House. Project Activities: Façade Code Improvements/Private Rehabilitation. Source of Federal Funds: Community Development Block Grant (CDBG) Target of Opportunity Grant and City of St. Marys Economic Development Revolving Loan Fund (EDRLF). Location: City of St. Marys, Auglaize County. General project activity scope is façade code improvements/private rehabilitation. Specifically, the activity involves the rehabilitation of five (5) elevations/entrances (entry doors/storefronts), installation of 25 new windows on the second floor, installation of four (4) new fabric awnings, removal of the existing covering from the front façade to expose the brick and masonry for cleaning and repairs; power washing and painting exterior; installing window trim on the interior and exterior of the first and second story windows; installation of electric and lighting around the main entrance signage; and restoring the historic marquee of the St. Marys Theater & Grand Opera House located at 115-123 West Spring Street, St. Marys, OH. Proposed project activity involves approximately 0.4 acres of floodplain and is not anticipated to negatively impact floodplains. General Administration is also a component of the project; and,

WHEREAS, Auglaize County has considered the following alternatives and mitigation measures to be taken to minimize adverse impacts and to restore and preserve natural and beneficial values:

- “Development of This Site” is the only practicable alternative. The project occurring in the floodplain should not negatively affect the floodplain since the façade code improvements/private rehabilitation involve upgrades to an existing commercial historic structure on a previously developed urban site. The building footprint is not being expanded.
- Alternatives considered: No Action; Develop a Different Site; and Development of This Site. The “No Action” alternative fails to address existing slum/blighting conditions at the historic St. Marys Theater & Grand Opera House including necessary façade code improvements/private rehabilitation to preserve the structure. Without improvements, it will continue to deteriorate. The “Develop a Different Site” alternative fails to address existing slum/blighting conditions at this project site which happens to be located in the floodplain. Not practicable since the existing historic structure in the floodplain is the one in need of improvements/rehabilitation. “Development of This Site” is the only practicable alternative.
- To minimize adverse impacts, improvements to be designed/performed per FEMA-NFIP guidelines. The St. Marys Theater & Grand Opera House building footprint is not being expanded. Floodplain disturbances will be minimal to non-existent and temporary during construction. Activities to be performed with the least amount of impact on the floodplain while accomplishing project goals. Accepted construction practices are to be employed to avoid sedimentation or improper infill of floodplain area during construction. Appropriate mitigation to occur as necessary. Per local floodplain administrator, no special floodplain permits/reviews/approvals are needed for this project since the building footprint is not being expanded.
- Auglaize County to comply with state and local floodplain protection procedures; and,

WHEREAS, the required final public notice of the above finding and public explanation of a proposed activity in a 100-Year/500-Year Floodplain sets forth a period of time expiring on July 21, 2022 at 4:30 p.m. during which time written comments regarding the finding will be received by the Commissioners’ Office for consideration; and,

WHEREAS, the Environmental Review Record (ERR) has been completed for each of the projects listed above; and,

WHEREAS, the required public notice of the above finding and request for release of funds sets forth a period of term expiring on July 21, 2022 at 4:30 p.m. during which time written comments regarding the finding will be received by the Commissioners’ Office for consideration

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio hereby authorizes and directs the Clerk of the Board to post the herein described Public Notices and formally authorizes the publication of the same in The Evening Leader and The Wapakoneta Daily News on July 14, 2022; and,

BE IT FURTHER RESOLVED that the Board hereby authorizes the Board President to sign any and all documents required by the State of Ohio related to the Environmental Review of the PY2021 Community Development Block Grant (CDBG) Target of Opportunity Grant and the Request for Release of Funds on behalf of the Board of County Commissioners.

Commissioner Bergman seconded the motion and upon the roll called, the vote resulted in the adoption of the Resolution as follows:
Adopted this
12th day of
July, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSTAIN
Douglas A. Spencer

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO**

209 S. Blackhoof St., Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

July 12, 2022

TO: The Wapakoneta Daily News/The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Public Notices to be published in the Wapakoneta Daily News & The Evening Leader

Please publish, in the **smallest print possible**, in the Non-Legal Section of the newspapers, the accompanying Public Notices on Thursday, July 14, 2022.

Please send **Certificate of Publication to and invoice to:**

Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895

Thank you.

Esther Leffel
BOCC Clerk

Public Notice

Final Notice and Public Explanation of a Proposed Activity in a 100-Year/500-year Floodplain

To: All interested Agencies, Groups, and Individuals

This is to give notice that the Auglaize County Board of Commissioners has conducted an evaluation of the following proposed action as required by Executive Order 11988 (Floodplain Management), in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and Wetlands Protection.

PY2021 Auglaize County Community Development Block Grant (CDBG) Target of Opportunity Grant Program

Project Activities: Façade Code Improvements/Private Rehabilitation. Source of Federal Funds: Community Development Block Grant (CDBG) Target of Opportunity Grant and City of St. Marys Economic Development Revolving Loan Fund (EDRLF). Location: City of St. Marys, Auglaize County. General project activity scope is façade code improvements/private rehabilitation. Specifically, the activity involves the rehabilitation of five (5) elevations/entrances (entry doors/storefronts), installation of 25 new windows on the second floor, installation of four (4) new fabric awnings, removal of the existing covering from the front façade to expose the brick and masonry for cleaning and repairs; power washing and painting exterior; installing window trim on the interior and exterior of the first and second story windows; installation of electric and lighting around the main entrance signage; and restoring the historic marquee of the St. Marys Theater & Grand Opera House located at 115-123 West Spring Street, St. Marys, OH. Proposed project activity involves approximately 0.4 acres of floodplain and is not anticipated to negatively impact floodplains. General Administration is also a component of the project.

Auglaize County has considered the following alternatives and mitigation measures to be taken to minimize adverse impacts and to restore and preserve natural and beneficial values:

- “Development of This Site” is the only practicable alternative. The project occurring in the floodplain should not negatively affect the floodplain since the façade code improvements/private rehabilitation involve upgrades to an existing commercial historic structure on a previously developed urban site. The building footprint is not being expanded.
- Alternatives considered: No Action; Develop a Different Site; and Development of This Site. The “No Action” alternative fails to address existing slum/blighting conditions at the historic St. Marys Theater & Grand Opera House including necessary façade code improvements/private rehabilitation to preserve the structure. Without improvements, it will continue to deteriorate. The “Develop a Different Site” alternative fails to address existing slum/blighting conditions at this project site which happens to be located in the floodplain. Not practicable since the existing historic structure in the floodplain is the one in need of improvements/rehabilitation. “Development of This Site” is the only practicable alternative.
- To minimize adverse impacts, improvements to be designed/performed per FEMA-NFIP guidelines. The St. Marys Theater & Grand Opera House building footprint is not being expanded. Floodplain disturbances will be minimal to non-existent and temporary during construction. Activities to be performed with the least amount of impact on the floodplain while accomplishing project goals. Accepted construction practices are to be employed to avoid sedimentation or improper infill of floodplain area during construction. Appropriate mitigation to occur as necessary. Per local floodplain administrator, no special floodplain permits/reviews/approvals are needed for this project since the building footprint is not being expanded.
- Auglaize County to comply with state and local floodplain protection procedures.

Auglaize County has reevaluated the alternatives to building in the floodplain and has determined that it has no practicable alternative. Project information and environmental records that document compliance with steps 3 through 6 of Executive Order 11988 (Floodplain Management) may be obtained by contacting Ms. Erica Preston, County Administrator, Auglaize County by U.S. mail at Auglaize County Board of Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 or by email at epreston@auglaizecounty.org. Project information and environmental records may also be reviewed at the above address weekdays 8:30 a.m. to 4:00 p.m.

Any individual, group, or agency may submit written comments for consideration to the Auglaize County Board of Commissioners by U.S. mail or email at the addresses above before July 22, 2022, which is at least 7 days after the publication of this notice.

Date of Publication: Thursday, July 14, 2022

Public Notice
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

July 14, 2022

David Bambaauer, President
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895
(419) 739-6710

To All Interested Agencies, Groups, and Individuals:

On or about, but not before, July 22, 2022, the Auglaize County Board of Commissioners will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following project(s):

PY2021 Auglaize County Community Development Block Grant (CDBG)
Target of Opportunity Grant Program

Facade Code Improvements/Private Rehabilitation. Source of Federal Funds: \$185,000 CDBG Target of Opportunity (ToO) Grant. General project activity scope is a facade code improvements/private rehabilitation activity. Specifically, the activity involves the rehabilitation of five (5) elevations/entrances (entry doors and storefronts); installation of 25 new windows on the second floor; installation of four (4) new fabric awnings; removal of the existing covering from the front facade to expose brick and masonry for cleaning and repairs; power washing and painting the exterior; installing window trim on the interior and exterior of the 1st and 2nd story windows; installation of electric and lighting around the main entrance signage; and restoring the historic marquee of the St. Marys Theater & Grand Opera House located at 115-123 West Spring Street, St. Marys, OH. Multi-Year Project. City of St. Marys, Auglaize County, OH. Estimated Cost of Activity: \$300,000 (\$185,000 CDBG ToO; \$75,000 St. Marys EDRLF, and \$40,000 Private Funds. General Administration (\$15,000 CDBG ToO) is also a component of the project. Total Estimated Cost of Project: \$315,000.

The activities proposed are categorically excluded under U.S. Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for the project is on file at the Auglaize County Board of Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 and may be examined or copied weekdays 8:30 a.m. to 4:00 p.m. The ERR may also be provided upon request electronically via email. Please submit your request by U.S. mail to Erica Preston, County Administrator, Auglaize County Board of Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 or by email to epreston@auglaizecounty.org.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Auglaize County Board of Commissioners by U.S. mail or email at the addresses above. All comments received before July 22, 2022 will be considered by the Auglaize County Board of Commissioners prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

The Auglaize County Board of Commissioners certifies to the State of Ohio that David Bambauer in his capacity as President of Board of County Commissioners consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The State of Ohio's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Auglaize County Board of Commissioners to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

The State of Ohio will accept objections to its release of funds and the Auglaize County Board of Commissioners' certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Auglaize County Board of Commissioners; (b) the Auglaize County Board of Commissioners has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the State of Ohio; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Ohio Department of Development, Office of Community Development at OCD@development.ohio.gov. Potential objectors should contact the State of Ohio to verify the actual last day of the objection period.

David Bambauer, President

Auglaize County Board of Commissioners