

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has received a request from the JFS Director to increase the 2024 Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, Children Services Fund:

Increase 050.0004.530600 (Contract Services) by \$275,000.00

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2024 Annual Appropriation Resolution to be amended to show the increase as tabulated 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
25th day of
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David A. Spencer,
Douglas A. Spencer

ABSENT,
David Bambauer

John N. Bergman,
John N. Bergman

cc: County Auditor
JFS

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has received a request from the Auglaize County Veteran Service Officer to increase the 2024 Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, General – Veterans Finance Fund:

Increase 001.0903.530400 (Equipment) by \$5,000.00

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2024 Annual Appropriation Resolution to be amended to show the increase as tabulated 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
25th day of
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

ABSENT
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor
 Veterans Office

IN THE MATTER OF ACCEPTING THE QUOTE FROM PAINT BROS OHIO FOR THE PAINTING PROJECT ON THE POWERHOUSE NEAR THE COURTHOUSE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2024

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Maintenance Supervisor has submitted a quote of \$4,865.00 for power washing and scraping loose paint from the soffit, windows, doors and everything else that is navy/charcoal color. The doors will be examined; minor cracks and defects will be addressed. Paint two (2) coats on all surfaces that are already pained navy/charcoal on the Power House.

THEREFORE BE IT RESOLVED, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote from Paint Bros Ohio for \$4,865.00 for the painting project on the Power House.

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

Adopted this
25th day of
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

ABSENT
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: ✓ Paint Bros. Ohio
✓ Maintenance Supervisor

IN THE MATTER OF APPROVING THE INDEPENDENT CONTRACTOR AGREEMENT WITH BRITTANY S. BONETA FOR SUPPORT SERVICES AND TO AUTHORIZE THE EXECUTION OF SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Sheriff Michael Vorhees recommended and presented an independent contractor agreement with Brittany Boneta to provide sobriety support services and inspire hope of recovery from addiction or co-occurring disorders; and,

WHEREAS, Sheriff Vorhees and Brittany Boneta have prepared the following agreement for such services:

The County agrees to engage Contractor as an independent contractor to perform he work set forth in paragraph (B) of this agreement.

1. The County agrees to engage Contractor as an independent contractor to perform the above mentioned work.
2. The County shall pay Contractor the sum of \$22.50 per hour. The fees paid to the Contractor shall be capped at \$31,000.00.
3. This agreement shall end June 30, 2025, unless earlier terminated under the terms of this Agreement.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorizes the execution of said the Independent Contractor Agreement with Brittany Boneta to provide sobriety support services and inspire hope of recovery from addiction or co-occurring disorders.

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

Adopted this
25th day of
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

ABSENT
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: Sheriff
Brittany Boneta

IN THE MATTER OF AUTHORIZING THE REPLACEMENT OF THE MILESTONE SERVER FOR THE COUNTY FROM PERRYPROTECH.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of July, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Scott Stanford, IT Manager submitted information to the Board of County Commissioners requesting to purchase the replacement of the Milestone server for the county's computer system; and,

WHEREAS, a quotation which was obtained from PerryproTech for the above mentioned equipment at a cost of \$17,175.94; and,

WHEREAS, Mr. Standored requested that the Board authorize the acquisition of the Milestone server for the county's computer system.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the acquisition of the Milestone server from PerryproTech at the cost of \$17,175.94 as requested by the IT Manager; and,

BE IF FURTHER RESOLVED that the Board authorizes the IT Manager, Scott Stanford, to proceed with the purchase from PerryproTech for the above mentioned acquisition; and,

BE IT STILL FURTHER RESOLVED that the payment for this equipment is hereby ratified and funded through the (041) Permanent Improvement Fund and the Clerk will encumber the funds for this purchase.

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

Adopted this
25th day of
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David A. Spencer, Yes
Douglas A. Spencer

ABSENT,
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: IT Manager
PerryproTech

IN THE MATTER OF APPROVING THE GRANT AGREEMENT DOCUMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS, AIP PROJECT NO. 3-39-0084-027-2024; AUTHORIZING THE EXECUTION OF SAME BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 25th of July, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio, has received a Grant offer issued by the authority of the Administrator of the Federal Aviation Administration (FAA) on behalf of the United States to pay the Government's share of the allowable project costs of AIP Project No. 3-39-0084-027-2024, up to a maximum of \$347,756.00 for the following: "Seal Runway 8/26 (5,650' x 100') Pavement Surface/Pavement Joints – Design & Construction" at the Neil Armstrong Airport as set forth in the offer for the subject project.; and,

WHEREAS, it is necessary for the Board of Auglaize County Commissioners, serving as sponsors for the grant, to execute the grant offer.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Federal Aviation Administration Grant offer for the AIP Project No. 3-39-0084-027-2024 in the amount of \$347,756.00 as presented; and,

BE IT FURTHER RESOLVED that said Board does authorize the President of the Board of Auglaize County Commissioners, Douglas A. Spencer to execute the grant offer document, on behalf of said Board of County Commissioners and the Neil Armstrong Airport Authority.

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

Adopted this
25th day of
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

ABSENT,
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: FAA, Detroit Airports District Office – Delvin Lewis
County Administrator
BF&S
Auglaize County Airport Authority
State Aviation Official – John Stains



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	July 18, 2024
Airport/Planning Area	Neil Armstrong Airport
Airport Infrastructure Grant Number	3-39-0084-027-2024
Unique Entity Identifier	M6N6K22WVQ36

TO: Auglaize County Commissioners
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 25, 2024, for a grant of Federal funds for a project at or associated with the Neil Armstrong Airport, which is included as part of this Grant Agreement; and

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

Seal Runway 8/26 (5,650' x 100') Pavement Surface / Pavement Joints – Design & Construction which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$347,756.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$0 for planning
\$347,756 for airport development or noise program implementation; and,
\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 01, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subcontract you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

- b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **ALP/Exhibit "A" Property Map.** The ALP/Exhibit "A" Property Map dated July 25, 2007, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

28. **Environmental.** The environmental approval for this project was issued on 12/22/2023.
29. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

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

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

31. Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Stephanie R. Swann
Stephanie R. Swann (Jul 18, 2024 12:16 EDT)

(Signature)

Stephanie R. Swann

(Typed Name)

Deputy Manager, Detroit ADO

(Title of FAA Official)

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

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 25, 2024

Auglaize County Commissioners
(Name of Sponsor)

Douglas A Spencer
Douglas A Spencer (Jul 25, 2024 11:20 EDT)
(Signature of Sponsor's Authorized Official)

By: Douglas A Spencer

(Typed Name of Sponsor's Authorized Official)

Title: President, Auglaize County Commissioner
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at July 26, 2024

By: 
EDWIN A. PIERCE, AUGLAIZE COUNTY PROSECUTOR
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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 25th day of July, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using “Then and Now Certificates” has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of “Then and Now Certificates”, does hereby approve the following:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
481524	10500.00	OHIO TEACHING FAMILY ASSOCIATION
481552	532.50	WAIT, TOMB & EBERLY
481555	720.00	WAIT, TOMB & EBERLY
481556	10000.00	WAIT, TOMB & EBERLY

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

Adopted this
25th day
July, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

ABSENT
David Bambauer

John N. Bergman
John N. Bergman

cc: County Auditor

County Commissioners' Office
Allen County, Ohio
July 25, 2024 Resolution #644-21A

RE: JOINT BOARD OF COUNTY COMMISSIONERS OF ALLEN, AUGLAIZE, HANCOCK, HARDIN AND PUTNAM COUNTIES, OHIO AMEND RESOLUTION #644-21, CERTIFIES COLLECTION ASSESSMENT FOR MAINTENANCE ON THE JOINT COUNTY OTTAWA RIVER STREAM ENHANCEMENT PROJECT #1239 TO THE AUDITORS OF ALLEN, AUGLAIZE, HANCOCK, HARDIN AND PUTNAM COUNTY, OHIO.

The Joint Board of County Commissioners of Allen, Auglaize, Hancock, Hardin and Putnam Counties, Ohio met in regular session via Gotomeeting.com on the 25th day of July, 2024 with the following members present:

Allen County: Howard Violet Present
Steve Ewing Not Present

Auglaize County: John Bergman Present
Douglas Spencer Present
David Bambauer Not Present

Hancock County: Timothy Bechtol Present
Michael Pepple Present
William Bateson Present

Hardin County: Roger Crowe Not Present
Timothy Striker Not Present
Fred Rush Present

Putnam County: Michael Lammers Not Present
Vincent Schroeder Present
John Schlumbohm Present

~~Commissioner~~ Proxy Howard Violet moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Resolution #644-21 dated September 9, 2021 the Joint Board of County Commissioners of Allen, Auglaize, Hancock, Hardin and Putnam Counties, Ohio certified to the Auditors of Allen, Auglaize, Hancock, Hardin and Putnam Counties, Ohio, a \$2.00 per parcel maintenance assessment for the Joint County Ottawa River Stream Enhancement Project #1239 and that the amount of assessment for maintenance be placed on the 2021, 2022, 2023 and 2024 tax duplicate to be collected in 2022, 2023, 2024 and 2025; and

WHEREAS, the Joint Board of County Commissioners of Allen, Auglaize, Hancock, Hardin and Putnam Counties, Ohio have met and discussed the receipt assessments to date in which it was determined there are sufficient funds in the Maintenance Fund and said Joint Board wishes to discontinue collection of assessments for the 2024 tax duplicate to be collected in 2025; and

WHEREAS, the Joint Board of Allen, Auglaize, Hancock, Hardin and Putnam Counties, Ohio, deems this request to be in order and hereby wishes to approve the same; now therefore

BE IT RESOLVED THAT THE JOINT BOARD OF COUNTY COMMISSIONERS OF ALLEN, AUGLAIZE, HANCOCK, HARDIN AND PUTNAM, COUNTIES, OHIO, hereby certifies to the Auditors of Allen, Auglaize, Hancock, Hardin and Putnam Counties, Ohio, that parcel maintenance assessments for the Joint County Ottawa River Stream Enhancement Project #1239 be discontinued for the 2024 tax duplicate to be collected in 2025; and be it further

RESOLVED, this Joint Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Joint Board; and that all deliberations of this Joint Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Commissioner Schlumborn seconded the resolution and upon the roll being called, the vote resulted as follows:

Adopted this 25th
day of July, 2024

ALLEN COUNTY

Howard Violet yes

Steve Ewing Absent

AUGLAIZE COUNTY

John Bergman yes

Douglas Spencer yes

David Bambauer Absent

HANCOCK COUNTY

Timothy Bechtol yes

Michael Pepple yes

William Bateson yes

HARDIN COUNTY

Roger Crowe Absent

Timothy Striker Absent

Fred Rush yes

PUTNAM COUNTY

Michael Lammers Absent

Vincent Schroeder yes

John Schlumbohm yes

Brittany N. Woods
Brittany N. Woods, Clerk
Allen County, Ohio

County Commissioners' Office
Allen County, Ohio
July 25, 2024 Resolution #617-24

RE: JOINT BOARD OF COUNTY COMMISSIONERS OF ALLEN, AUGLAIZE, HANCOCK, HARDIN AND PUTNAM COUNTY, OHIO, AUTHORIZES THE ALLEN SOIL AND WATER CONSERVATION DISTRICT TO CONTRACT FOR MAINTENANCE WITH TAWA TREE SERVICE AS IT RELATES TO THE OTTAWA RIVER STREAM ENHANCEMENT PROJECT.

The Joint Board of County Commissioners of Allen, Auglaize, Hancock, Hardin and Putnam County, Ohio, met in regular session via Gotomeeting.com on the 25th day of July, 2025 with the following members present:

Allen County: Howard Violet Present
Steve Ewing Not Present

Auglaize County: Douglas Spencer Present
John Bergman Present
David Bambauer Not Present

Hancock County: William Bateson Present
Timothy Bechtol Present
Michael Pepple Present

Hardin County: Roger Crowe Not Present
Timothy Striker Not Present
Fred Rush Present

Putnam County: Michael Lammers Not Present
Vincent Schroeder Present
John Schlumbohm Present

Commissioner Schraeder moved the adoption of the following:

RESOLUTION

WHEREAS, the Joint Board of Commissioners of Allen, Auglaize, Hancock, Hardin and Putnam County, Ohio, met via Gotomeeting.com on June 20, 2024 to discuss maintenance as it relates to the Ottawa River Stream Enhancement Project; and

WHEREAS, Jarrod Wehinger, Allen Soil and Water Conservation District, had provided proposals from Tawa Tree Service and H&H Tree Service for the Joint Board of Allen, Auglaize, Hancock, Hardin and Putnam County, Ohio review; and

WHEREAS, upon review of the proposals, the Joint Board of Allen, Auglaize, Hancock, Hardin and Putnam County, Ohio authorized Jarrod Wehinger, Allen Soil and Water Conservation District to proceed with obtaining a contract with Tawa Tree Service for maintenance to address multiple logjams in an amount not to exceed \$74,999.00; and

WHEREAS, the Joint Board of Allen, Auglaize, Hancock, Hardin and Putnam County Commissioners deems this request to be in order and hereby approves same; now therefore

BE IT RESOLVED THAT THE JOINT BOARD OF COUNTY COMMISSIONERS OF ALLEN, AUGLAIZE, HANCOCK, HARDIN AND PUTNAM COUNTY, OHIO, hereby authorizes the Allen Soil and Water Conservation District to contract for maintenance with Tawa Tree Service to address multiple logjams in the Ottawa River in an amount not to exceed \$74,999.00; and be it further

RESOLVED, this Joint Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Joint Board; and that all deliberations of this Joint Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Commissioner Rush seconded the resolution and upon the roll being called, the vote resulted as follows:

Adopted this 25th
day of July, 2024

**BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY, OHIO**

Howard Violet, yes
Steve Ewing, Absent

**BOARD OF COMMISSIONERS
AUGLAIZE COUNTY, OHIO**

Douglas Spencer, yes
John Bergman, yes
David Bambauer, Absent

**BOARD OF COMMISSIONERS
HANCOCK COUNTY, OHIO**

William Bateson, yes
Timothy Bechtol, yes
Michael Pepple, yes

**BOARD OF COMMISSIONERS
HARDIN COUNTY, OHIO**

Roger Crowe, Absent
Timothy Striker, Absent
Fred Rush, yes

**BOARD OF COMMISSIONERS
PUTNAM COUNTY, OHIO**

Michael Lammers, Absent
Vincent Schroeder, yes
John Schlumbohm, yes

Brittany N. Woods
Brittany N. Woods, Clerk
Allen County, Ohio

RE: JOINT BOARD OF COUNTY COMMISSIONERS OF ALLEN AND AUGLAIZE COUNTY, OHIO, AUTHORIZES THE ALLEN SOIL AND WATER CONSERVATION DISTRICT TO CONTRACT WITH TAWA TREE SERVICE FOR MAINTENANCE FOR THE LITTLE OTTAWA RIVER STREAM ENHANCEMENT PROJECT.

The Joint Board of County Commissioners of Allen and Auglaize County, Ohio, met in regular session via Gotomeeting.com on the 25th day of July, 2024 with the following members present:

Allen County:	Cory Noonan	<u>Not Present</u>
	Brian Winegardner	<u>Present</u>
	Beth Seibert	<u>Present</u>
Auglaize County:	Douglas Spencer	<u>Present</u>
	John Bergman	<u>Present</u>
	David Bambauer	<u>Not Present</u>

Commissioner Winegardner moved the adoption of the following:

RESOLUTION

WHEREAS, Jarrod Wehinger, Allen Soil and Water Conservation District, has submitted a request to the Joint Board of Allen and Auglaize County Commissioners, to contract with Tawa Tree Service for maintenance to remove log jams in an amount not to exceed \$20,000.00; and

WHEREAS, the Joint Board deems this request to be in order and hereby approves same; now therefore

BE IT RESOLVED THAT THE JOINT BOARD OF COUNTY COMMISSIONERS OF ALLEN AND AUGLAIZE COUNTY, OHIO, hereby authorizes the Allen Soil and Water Conservation District to contract with Tawa Tree Service for maintenance in an amount not to exceed \$20,000.00 for the Little Ottawa River Stream Enhancement Project; and be it further

RESOLVED, this Joint Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Joint Board; and that all deliberations of this Joint Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Commissioner Bergman seconded the resolution and upon the roll being called, the vote resulted as follows:

Adopted this 25th
day of July, 2025

**BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY, OHIO**

Cory Noonan	<u>Absent</u>
<u>Brian Winegardner</u>	<u>yes</u>
<u>Beth Seibert</u>	<u>yes</u>
Beth Seibert	

**BOARD OF COMMISSIONERS
AUGLAIZE COUNTY, OHIO**

John Bergman	<u>yes</u>
Douglas Spencer	<u>yes</u>
David Bambauer	<u>Absent</u>

Brittany Woods
Brittany N. Woods, Clerk
Allen County, Ohio