

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE OHIO DEPARTMENT OF DEVELOPMENT OFFICE OF COMMUNITY DEVELOPMENT FOR PROGRAM YEAR 2024 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of June, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio Department of Development Office of Community Development, provides financial assistance to local governments for the purpose of addressing local housing needs; and,

WHEREAS, the Cities of St. Marys and Wapakoneta are eligible partner jurisdictions and have executed the PY2024 CHIP Partnership Agreement with Auglaize County, allowing the County to additionally apply on behalf of the partner jurisdictions, to continue to receive CHIP funding as part of the CHIP Service Area; and,

WHEREAS, the Auglaize County Board of County Commissioners, State of Ohio, desires to participate in the program to receive financial assistance under the Small Cities Community Development Block Grant Community Housing Impact and Preservation Program (CHIP) for PY 2024; and,

WHEREAS, the Auglaize County Housing Advisory Committee met on Monday, March 25, 2024 to review the housing needs of the County, socio-economic data, available CHIP program activities, and recommended to apply for Owner Home Repair and Private Owner Rehabilitation activities for the PY 2024 CHIP grant application; and,

WHEREAS, the Auglaize County Board of County Commissioners has the authority to apply on behalf of the County and its partnering jurisdictions of St. Marys and Wapakoneta, for financial assistance and to administer the amount received from the State of Ohio Department of Development Office of Community Development, through its Small Cities Community Development Block Grant Community Housing Impact and Preservation (CHIP) Program; and,

WHEREAS, the Auglaize County Board of County Commissioners, as Grantee, understands that it has responsibility for and authority over the entire CHIP Program Grant Award, if funded, on behalf of the County and its partnering jurisdictions of St. Marys and Wapakoneta; and

WHEREAS, the Auglaize County Board of County Commissioners must direct and authorize the contract person to act in connection with the application and to provide such additional information as may be required.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, State of Ohio, a two-thirds majority of all members elected thereto concurring:

Section 1. The Auglaize County Board of County Commissioners hereby approves submitting an application and all related documents for financial assistance for up to \$1,000,000 under the Small Cities Community Development Block Grant CHIP Program.

Section 2. The Auglaize County Board of County Commissioners hereby understands and agrees that participation in the CHIP program will require compliance with program guidelines and assurances.

Section 3. The Auglaize County Board of County Commissioners hereby authorizes the President of the Commissioners to apply on behalf of the County and the partnering jurisdictions of St. Marys and Wapakoneta for the Small Cities Community Development Block Grant CHIP Grant funds.

Section 4. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board and that all deliberations of the Auglaize County Board of County Commissioners and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements.

Section 5. This Resolution shall take effect immediately upon its passage and approval by the Board of County Commissioners.

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

Adopted this 4th day of June, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

Douglas A. Spencer

David Bamber, yes
David Bamber

John N. Bergman, yes
John N. Bergman

IN THE MATTER OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH AUGLAIZE COUNTY EDUCATIONAL SERVICE CENTER FOR SUMMER TRANSPORTATION AND AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE SAID MOU.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of June, 2024.

Commissioner Bambauer moved the adoption of the following:
RESOLUTION

WHEREAS the Auglaize County Commissioners need vehicles to provide summer transportation for probation students doing community service; and,

WHEREAS the Auglaize County Educational Service Center has one school van that is not being used during the summer months, and,

WHEREAS the parties agree as follows:

1. The Auglaize County Educational Service Center hereby agrees to provide one school van to the Auglaize County Commissioners for use by the Juvenile Court from June 17, 2024 through August 9, 2024; and,
2. The Auglaize County Board of Commissioners hereby agrees to pay the sum of \$750.00 for use of one (1) van during these summer months of 2024; and,

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and execute said MOU as presented by Auglaize County Educational Service Center for summer transportation 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
4th day of
June, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc/ Auglaize County ESC
/ Juvenile Probation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Auglaize County Ohio Juvenile Court and the Auglaize County Educational Service Center. The parties hereby agree to a transfer of funds for usage of a van for summer programming. The Auglaize County Ohio Juvenile Court agrees to pay the Auglaize County Educational Service Center a sum of \$750.00 for the use of a van from beginning June 17, 2024 through August 9, 2024

Auglaize County Educational Service Center
Governing Board of Education

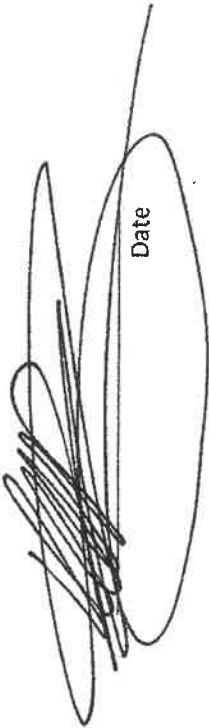
Shawn Bissman 05.28.24

Date

Auglaize County Commissioners

Dwight Bartsch
John W. Bergman

Auglaize County Ohio Juvenile Court



Date

Date 6/14/2024
Date June 4, 2024
Date _____

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR JUNE.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 4th day of June, 2024.

Commissioner Barnbauer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to pay the county's mandated share of Public Assistance for June.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

From: 001-0905-533500 – Public Assistance Grant

Amount: \$ 4,983.84

To: 006-0400-400101 – Public Assistance

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

Adopted this 4th day
of June, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Barnbauer, yes
David Barnbauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor
/ Jobs & Family Services

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of June, 2024.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

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

WHEREAS, Juvenile Judge Mark Spees has presented a contract between the Boards of Auglaize County and Miami County Commissioners for said detention of juvenile offenders for the years 2025, 2026 and 2027 for 6.5 beds per day during this contract period; said Judge approves same and recommends that the Board of Auglaize County Commissioners approve and execute said contract.

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

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

Adopted this
4th day of
June, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yep
David Bambauer

John N. Bergman, yep
John N. Bergman

cc: Juvenile Judge Mark Spees
Miami County Commissioners

CONTRACT

For the Detention of Juvenile Offenders
Between the County of Miami, Ohio and the County of Auglaize, Ohio

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

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

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

NOW, THEREFORE, it is mutually agreed by and between the Board of Commissioners of Auglaize County, Ohio, hereinafter referred to as Auglaize County, duly authorized to enter into this contract by resolution number 21-35 enacted on the 4th day of June, 2024, and the Board of Commissioners of Miami County, Ohio, hereinafter referred to as Miami County duly authorized to enter into this contract by resolution number _____ enacted on the 1st day of January, 2025.

1. Miami County, for the consideration hereinafter provided to be paid by Auglaize County, shall receive, maintain, feed and keep as provided by law and subject to the order of the Juvenile Court of Auglaize County, Ohio in its detention facility in the West Central Juvenile Detention Center, 2044 N. County Road 25A, Troy, Ohio, such juveniles accused or convicted of contempt, or committed hereto by the police, probation department or juvenile authority of Auglaize County;
2. Miami County agrees to provide and Auglaize County agrees to pay for 6.5 bed spaces each day for the years 2025, 2026 and 2027. Either party may cancel this agreement with not less than 45 days written notice prior to the expiration of the calendar year for any succeeding calendar year(s). During the year 2025 the rate of payment for each bed space shall be \$120.00 per day. The rate for each succeeding year may be adjusted each year in conformance with the Consumer Price Index, published by the Department of Commerce, U. S. Government not to exceed three (3%) percent.

♦ If Auglaize County wishes to increase or decrease the number of beds for any succeeding year, it may do so with written request and written approval of Miami County prior to January 1, 2026 or January 1, 2027 respectively.

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

5. Beds needed in excess of the annual contract will be provided on a space available basis at a daily cost of \$150.00 per bed day. The rate for each succeeding year may be adjusted each year in conformance with the Consumer Price Index, published by the Department of Commerce, U. S. Government not to exceed three (3%) percent.

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

7. Auglaize County understands that the cost to provide education and/or programming for detained youth is at an additional cost of \$75.00 per day, to which is billed directly to the home school of said delinquent child. If no billable home school is identifiable, because the youth has graduated, obtained a GED, aged out, out of state or otherwise withdrawn from the home school of jurisdiction, Auglaize County shall pay for programming costs for the youth at a rate of \$25.00 per day to be paid on a monthly basis. There is no programming cost for weekends and five pre-determined holidays (New Year's Day, Martin Luther King Day, Fourth of July, Thanksgiving and Christmas). This may be revised on an annual basis upon written notification to the Court of Jurisdiction which will be based upon the Ohio Department of Education CUPP Report average cost per pupil per day of districts served.

8. The consideration provided for under this contract shall be in payment of all services rendered by Miami County including the actual cost for feeding such detainees and the actual cost incurred by Miami County for receiving, maintaining and safely keeping such juveniles. However, should it become necessary in the judgment of the detention facility staff for any such juveniles to be hospitalized or to receive medical treatment by reason of illness or injury (including injury that is self-inflicted by such a juvenile), the cost of such hospitalization or medical treatment shall be assumed and paid for by Auglaize County, provided, however, before undertaking hospital or medical treatment, Miami County shall first contact Auglaize County and arrange for transportation to and from such hospital and/or medical treatment or appointment unless emergency care is required. However, if such illness or injury is incurred because of the negligence of Miami County, Miami County shall be responsible for such hospitalization or medical treatment; and provided further, that Auglaize County shall retain the right to recoup such expenses from the parent, guardian or other individual(s) having care and control of the juvenile offender. This contract shall become effective upon the signing thereof by all parties hereto and shall run until and through December 31, 2027. This agreement shall not be modified or changed unless it

is done so in writing and by agreement of all parties hereto.

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

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

BOARD OF COUNTY COMMISSIONERS

Auglaize, COUNTY, OHIO

By: David Bambar

By: John N. Bergin

Signed on the 6th day of June, 2024


Honorable Mark E. Spees
Auglaize County Juvenile Court Judge

BOARD OF COUNTY COMMISSIONERS

Miami, COUNTY, OHIO

By: _____ Ted Mercer, Commissioner

By: _____ Greg Simmons, Commissioner

By: _____ Wade Westfall, Commissioner

Signed on the _____ day of _____, 20____

Lance Ray, Superintendent of Detention
West Central Juvenile Detention Center

Date

Honorable Scott Altenburger,
Miami County Juvenile Court Judge

Date

Approved As To Form Only
By: Stephanie Holt 5-7-24
Miami County Prosecutor's Office

IN THE MATTER OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH KEY TO RECOVERY SERVICES FOR THE CO-ED CLOSED TREATMENT GROUP AND AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE SAID MOU.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of June, 2024.

Commissioner David Bambauer moved the adoption of the following:
RESOLUTION

WHEREAS the Auglaize County Ohio Juvenile Court, Judge Spees, presented a Memorandum of Understanding from Key To Recovery Services for co-ed closed treatment group for juvenile offenders; and,

WHEREAS the Auglaize County Ohio Juvenile Court agrees to pay the sum of \$325/per juvenile for weekly groups starting the first week of June 17, 2024. These group sessions will last 8 weeks for approximately 2 hours per session. The cost is all inclusive and will include two staff members from Key To Recovery Services and all other material and recreational expense associated with each session.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and execute said MOU with Key To Recovery Services for co-ed closed treatment group 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
4th day of
June, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

rec: Key To Recovery Services
Juvenile Probation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Auglaize County and the Key To Recovery Services. Auglaize County agrees to pay Key To Recovery for the co-ed closed treatment group as follows. The Auglaize County Ohio Juvenile Court agrees to pay the Key To Recovery a sum of \$325/per juvenile for weekly groups starting the first week of June 17, 2024. These group sessions will last 8 weeks for approximately 2 hours per session. The cost is all inclusive and will include two staff members from Key To Recovery and all other material and recreational expense associated with each session.

Key to Recovery Services

Christy Morgan
Owner
Therapist

5/12/24

Date

[Signature]

Date

Auglaize County Ohio Juvenile Court

Auglaize County Commissioners

David Beaman
John N. Bergner

Date 6/4/2024

Date 6-4-2024

Date _____

IN THE MATTER OF APPOINTING BLAKE SAMONS TO THE POSITION OF RECYCLING LABORER FOR THE AUGLAIZE COUNTY SOLID WASTE DISTRICT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of June, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Scott Cisco, Auglaize County Solid Waste/Recycle Coordinator, recommended to the Board of County Commissioners the employment of a recycling laborer/truck driver for the current vacancy in the department; and,

WHEREAS, the Board solicited resumes for the position, receiving a resume; and,

WHEREAS, interviews were conducted for the position by the Solid Waste/Recycle Coordinator Scott Cisco and County Administrator Erica Preston; and,

WHEREAS, after the interview, Ms. Preston recommended to the Board that the appointment for the recycling laborer be made to Blake Samons.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby appoint Blake Sammons to the position of Recycling Laborer for the Auglaize County Solid Waste/Recycle District, appointment contingent upon a successful completion of his background check; and,

BE IT FURTHER RESOLVED that Mr. Samons's rate of pay to be established at \$22.25 per hour and the successful completion of the 180 day probationary period.

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

Adopted this
4th day of
June, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Solid Waste/Recycle Coordinator
Auditor
Blake Samons

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND JEMSPEC INCORPORATED FOR THE USE OF THE 1ST AND 2ND FLOOR OFFICE ROOM WITHIN HANGAR "G" AT NEIL ARMSTRONG AIRPORT; AUTHORIZING THE EXECUTION OF SAID LEASE.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 4th of June, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, negotiations have been on-going concerning a lease for the 1st and 2nd Floor office space within Hangar "G" at the Neil Armstrong Airport which is owned by Auglaize County Airport Authority/Auglaize County Board of County Commissioners; and,

WHEREAS, the Auglaize County Airport Manager and JemSpec Incorporated have presented the Board with a lease agreement deem satisfactory by both parties; and,

WHEREAS, it is the recommendation of the Auglaize County Airport Manager that the Auglaize County Board of County Commissioners approve the terms of such lease.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the aforementioned lease for the 1st and 2nd Floor office space within Hangar "G" at the Neil Armstrong Airport; said lease being between Auglaize County Board of Commissioners and JemSpec Incorporated; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the execution of said lease; and,

BE IT FURTHER RESOLVED that a copy of said lease be hereto attached and thus be made a part of this Resolution.

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

Adopted this
4th day of
June, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: JemSpec Incorporated
Airport Manager

Auglaize County Neil Armstrong Airport

Hangar Lease Agreement

JemSpec Incorporated

Section 1. Parties

This agreement is entered into this 31st day of May, 2024 by and between the Auglaize County Neil Armstrong Airport Authority 07776 St. Rt. 219 New Knoxville Ohio 45871, Village of New Knoxville, State of Ohio, through the Auglaize County Board of County Commissioners, 209 S. Blackhoof St., Room 201, Wapakoneta, OH 45895, City of Wapakoneta, State of Ohio, as Lessor, and JemSpec Incorporated, P.O. Box 268, New Knoxville, OH 45871, Village of New Knoxville, State of Ohio, as Lessee.

Section II. Description of Lease Premises

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor a first and second floor office room within Hangar G, located at the Auglaize County Neil Armstrong Airport, New Knoxville, Auglaize County, Ohio. Specifically, the premises subject to said lease agreement shall be the first floor northernmost and second floor southernmost office spaces of Hangar G. Lessee shall have unrestricted access to their leased space via the shared common area through the first-floor entrance on the east side of Hangar G. Lessee will have access to the IT and Mechanical room on the second floor.

Section III. Terms

The described premises is leased for a term of eighteen months beginning June 1, 2024 and to end on December 31, 2025 or an earlier time and date as the lease may terminate as provided below. On December 31, 2025 the Lessor and the Lessee may renew this contract by mutual consent.

Section IV. Rent

The Total rent is the sum of \$7,200 which is payable in equal monthly installments of \$400, on the first day of the month during the term of this lease agreement.

Section V. Use and Occupancy

Lessee agrees to use and occupy the premises as a project and personnel management office, and for no other purpose. Lessee may request in writing for additional business activities to be permitted under this lease, the request for additional business activities will be reviewed by the Lessor and must be approved in writing before commencement of said activity.

Section VI. Place of Payment of Rent

Lessee shall pay the stated rent to Lessor at the Lessor's above stated address, or at any other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or set-off.

Section VII. Care and Repair of Premises

Lessee shall not commit any act of waste and shall take good care of the premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and local governments or any of their departments. Lessor shall make all necessary repairs to the premises, except where the repair has been necessary by the misuse or neglect by lessee or the lessee's agents, servants, visitors, or licensees. All improvements made to the premises which are attached to the premises so that they cannot be removed without material injury to the premises, shall become property of the Lessor

upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of the Lessee's personal property and those improvements made by the Lessee which are not the property of the Lessor, including trade fixtures, cabinet work, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of the property or improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage, not do to the misuse or neglect by the Lessee's agents, servants, visitors, or licensees excepted. All property of the Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse for the cost of removal. Lessor may have any property left on the premises stored at Lessee's risk and expense.

Section VIII. Alteration, Additions, or Improvements

Lessee shall not, without first obtaining written consent of the Lessor, make any alterations, additions, or improvements in, to or about the premises.

Section IX. Accumulation of Waste or Refuse Matter

Lessee shall not permit the accumulation of waste or refuse matter on the lease premises or anywhere in or near the building.

Section X. Assignment or Sublease

Lessee shall not, without first obtaining written consent of the Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises.

Section XI. Utilities

Lessor agrees to furnish adequate and reasonable heating and cooling for the leased space and connecting areas. Lessor will include all electric and gas utility bills within the rent. Lessee must supply their own Internet access and telecommunications.

Section XII. Insurance

Lessee shall maintain a policy of general causality and liability insurance on said premises in the amount of One Million Dollars and said Lessee shall supply certificate of said coverage to Lessor upon request.

Section XIII. Lessor's Remedies on Default

If Lessee defaults on the payment of rent or defaults on the performance of any of the other covenants or conditions of this Agreement, Lessor may give Lessee notice of the default. If the Lessee does not cure any rent default within 3 days or other default within 30 days, after notice is given, the Lessor may terminate this Lease on not less than 3 days notice to Lessee. On the date specified in the notice, the term of this lease shall terminate and Lessee shall then quite and surrender the premises to Lessor, but Lessee shall remain liable for any unpaid rent. If this lease is terminated by Lessor, Lessor may at any time after termination resume possession of the premises by any lawful means and remove Lessee or other occupants and its or their affects.

Section XIV. Notices

Any notice by either party to the other shall be in writing and shall be deemed proper only if delivered personally or sent by registered or certified mail in an addressed post-paid envelope to the address above, or to another address as Lessee or Lessor,

respectively may designate in writing. Notice shall be deemed properly given if delivered personally, upon delivery, and if mailed, upon the third day after mailing.

Section XV. Lessor's Right to Inspection, Repair and Maintenance

Lessor may enter the premises at any reasonable time, upon adequate notice to the Lessee (except that no notice need be given in case of emergence) for the purpose of inspection or to make repairs, replacements, or additions in, to, on, and about the premises or the building, as Lessor deems necessary or desirable.

Section XVI. Lessor's Right to Show Premises

Lessor may show the premises to prospective tenants during business hours upon reasonable notice to Lessee.

Section XVII. Effective other Representations

No representations or promises shall be binding on the parties with in this Agreement except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises.

Section XVIII. Peaceful Enjoyment

Lessor covenants that if, and for as long as Lessee pays the rent, as provided in this agreement, and performs the contents of this Lease, Lessee shall peaceable and quietly have, hold, and enjoy the premises for the term mentioned, subject to the provisions of this Lease.

Section XIX. Binding Effect on Successors and Assigns

The Provisions of the Lease shall apply to, bind, and insure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns.

Section XX. Early Termination

The Lessee or the Lessor has the right to terminate this contract with 30 days advanced notice to the other party.

Signed on this 4th day of June, 2024.

Board of Commissioners
Auglaize County, Ohio

Easha Tupper
Witness

Douglas A. Spencer

John N. Bergman
Witness

John N. Bergman
John N. Bergman

Dave Baumbauer
Witness

Dave Baumbauer
Dave Baumbauer

Signed on this 30th day of May, 2024.

Jerry E. Merges
Witness

Jerry E. Merges
Jerry Merges

Witness

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF APPLICATION TO THE OHIO DEPARTMENT OF DEVELOPMENT OFFICE OF COMMUNITY DEVELOPMENT FOR PY2024 COMMUNITY DEVELOPMENT BLOCK GRANT CRITICAL INFRASTRUCTURE PROGRAM GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of June, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Department of Development (ODOD) allocated approximately \$45 million of funds for the PY2024 Ohio Small Cities Community Development Program (including CDBG Allocation; and Competitive Programs, including the Neighborhood Revitalization, Critical Infrastructure, and Flexible Grant); and,

WHEREAS, the Board solicited projects for funding consideration; and,

WHEREAS, the Board of County Commissioners has received notification from the Ohio Department of Development Office of Community Development that for PY2024, Auglaize County, and its villages and cities, may be eligible for the following CDBG Community Development Programs: Critical Infrastructure ((3) CI Grant Programs up to \$500,000) and the Flexible Grant Programs (up to \$250,000); and,

WHEREAS, the Board adopted Resolution No. #24-267 on May 7, 2024 setting the date to receive public comment on the Board's proposed projects and applications for PY2024; and,

WHEREAS, the Board received no verbal or written comments concerning the proposed allocation of funds.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the submittal of application to the Ohio Department of Development Office of Community Development for the PY2024 CDBG Critical Infrastructure (CI) Grant Program on behalf of the Village of Waynesfield for PY2024 CDBG CI funding of \$500,000; and,

BE IT FURTHER RESOLVED that the Board does authorize its President, Douglas A. Spencer, to execute and submit the grant application.

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

Adopted this
4th day of
June, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

Douglas A. Spencer

David Bambauer *yes*
David Bambauer

John N. Bergman *ye*
John N. Bergman

cc: Access Engineering
✓ Village of Waynesfield

IN THE MATTER OF UPDATING THE PLAN FOR ONE-FOR-ONE REPLACEMENT UNITS AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104(d) OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of June, 2024.

Commissioner *Don Swann* moved the adoption of the following:

RESOLUTION

WHEREAS, on October 24, 1989, Journal book 079 page 266, Auglaize County Board of County Commissioners did approve the One-for-one Replacement Units and Relocation Assistance Plan under the provisions of Title I of the Housing and Community Development Act of 1974, as amended to date, and as described in 24 CFR 570.488. HUD regulations have extended this requirement to the HOME program as well. The Ohio Department of Development (DOD) is authorized to provide financial assistance to units of general local government for undertaking and carrying out Community Development activities; and,

WHEREAS, Title I of the Housing & Community Development Act of 1974, has been amended to include a Residential Anti-Displacement & Relocation Assistance Plan Relocation for One-For-One Replacement Units & Relocation Assistance; and,

WHEREAS, Auglaize County is applying for assistance under the Housing & Community Development Act of 1974, as amended to date, and as described in 24 CFR 570.488 and propose to undertake Community Development activities.

THEREFORE, BE IT RESOLVED Auglaize County will replace all occupied and vacant occupiable low- and moderate- income dwelling units demolished or converted to use other than low- and moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended and as described in 24 CFR 570.488. HUD regulations have extended this requirement to the HOME Program as well; and,

THEREFORE BE IT FURTHER RESOLVED that all replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in demolition or conversion, Auglaize County will make public and submit to the Office of Community Development (OCD) the following information in writing:

1. A description of the proposed assisted activity; and,
2. The location of each site on a map and the number of dwelling units by bedroom size that will be demolished or converted to a use other than low- and moderate-income dwelling units as a direct result of the assisted activity; and,
3. A time schedule for the commencement and completion of the demolition or conversion; and,
4. The general location on a map and approximate number of dwelling units by bedroom size that will be provided as replacement dwelling units; and,
5. The source of funding and a time schedule for the provision of replacement dwelling units; and,
6. The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income unit for at least 10 years for the date of initial occupancy; and,
7. An analysis determining whether a dwelling unit proposed to be demolished is occupiable or not; and,
8. An analysis determining whether a dwelling unit proposed to be demolished or converted is considered a low- and moderate-income unit.

THEREFORE, BE IT STILL FURTHER RESOLVED that the Board of Commissioners, Auglaize County, Ohio, will provide relocation assistance, as described in 24 CFR 570.488, to each low- and moderate-income household displaced by the demolition of housing or conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities; and,

RESOLVED consistent with the goals and objectives under the Act, the County of Auglaize agrees to provide substantial levels of assistance to person displaced by HUD-assisted programs and will further seek to minimize displacement of persons as a result of assisted activities.

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

Adopted this
4th day of
June, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

cc: Access Engineering

Kleinfelder

City of Wapakoneta

City of St. Marys

CDBG file

IN THE MATTER OF SETTING A DATE AND TIME FOR THE SECOND PUBLIC HEARING FOR THE PY2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CRITICAL INFRASTRUCTURE (RANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of June 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County is applying for approximately \$500,000 to fund the Critical Infrastructure Grant Program for the Village of Cridersville – Water Facility Improvements activity for PY2024. The Village of Cridersville is also committing funds to this activity (approx.. \$153,029 from Village of Cridersville). Water Facility Improvements – Well: approx.. \$450,000 CDBG and approx.. \$50,000 General Administration CDBG; and,

WHEREAS, on March 25, 2024, the Board of County Commissioners held the first public hearing for the CDBG/HOME programs; and,

WHEREAS, it is now necessary to set a date and time to hold a second public hearing for the Village of Cridersville Critical Infrastructure Grant activities.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby set June 11, 2024, at 10:00 a.m., in the Meeting Room of said Board of County Commissioners Chambers, located in the Administration Building, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 as the date, time and location for the second public hearing for the PY 2024 CDBG Critical Infrastructure (CI) Grant Program for Village of Cridersville.

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

Adopted this
4th day of
June 2024

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

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Kleinfelder
Village of Cridersville

NOTICE OF SECOND PUBLIC HEARING

PY2024 CDBG CRITICAL INFRASTRUCTURE (CI) PROGRAM

The Auglaize County Board of Commissioners intends to apply to the Ohio Department of Development (ODOD) for funding under the Community Development Block Grant (CDBG) Small Cities Community Development Program, a federally funded program administered by the State of Ohio. The first of two required public hearings was conducted on March 25, 2024, to inform citizens about the CDBG program, eligible activities, and other program requirements. Auglaize County publicly solicited project proposals and proposes to apply for the following ODOD Grant Program:

PY2024 CDBG Community Development Critical Infrastructure (CI) Program

Auglaize County is eligible to utilize up to \$500,000 of CDBG Community Development Critical Infrastructure funds providing program requirements are met. On behalf of the Village of Cridersville, the County plans to apply and proposes to use CI funds in the Village of Cridersville as follows: Tower Park Water Well – Water Facility Improvements: up to approx. \$450,000 (CDBG); and General Administration: up to approx. \$50,000 (CDBG). CI activities satisfy the Low-Moderate Income (LMI) National Objective. The County is applying for a total of up to \$500,000 to fund these activities. Village of Cridersville local funds are also being committed to CI activities. The Critical Infrastructure Application is due to the State by June 12, 2024.

A second public hearing will be convened by the Board on Tuesday, June 11, 2024, at 10:00 AM in the Meeting Room located in the Administration Building, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 to give citizens an opportunity to provide input on the CHIP and Critical Infrastructure activities before applications are submitted.

Should any participant require auxiliary aids due to disability or non-English languages, please contact this office at least one week prior to the hearing date to ensure needs will be accommodated. Anyone wishing to submit written comments prior to the hearing date may submit them to the Auglaize County Board of Commissioners, at the address given above.

By Order of the Board of County Commissioners, Auglaize County, Ohio
Douglas A. Spencer, President
John N. Bergman
David Bambauer

Alternate Citizen Participation Method:

Post No Later Than: Tuesday, June 4, 2024

Date: JUNE 4, 2024

In the: THE JOINT BOARD COUNTY COMMISSIONERS APPROVING THE MOORMAN
matter of: TWO-STAGE DITCH PROJECT

The Board of County Commissioners of Joint Board County, Ohio met in regular session on the 4th day of June, 2024, at the Office of the Mercer County Commissioners with the following members present: Mr. John Bergman, Mr. David Bambauer, Mr. David Buschur, Mr. Rick Muhlenkamp, and Mr. Jerry Laffin. Also present was Mrs. Kim Everman, Administrator/Clerk of the Board.

Mr. David Buschur moved the adoption of the following:

RESOLUTION # 24-519

WHEREAS, pursuant to Resolution dated April 23, 2024, the Joint Board of Commissioners set June 4, 2024 at 10:00 a.m., as the date and time for a public hearing on the Moorman Two-Stage Ditch Project; and

WHEREAS, pursuant to ORC §940.31, at the conclusion of the hearing, the Joint Board shall consider the following factors in determining whether to approve or dismiss the construction of said improvement:

1. The benefits of the proposed improvement outweigh the costs;
2. The proposed improvement is necessary;
3. The proposed improvement will be conducive to the public welfare;
4. The proposed route and mode of construction of the improvement will improve water management and development in the county in which the district is located to the advantage of lands located in it;
5. The proposed improvement will aid lands in the area by promoting the economic, environmental, or social development of the area.

WHEREAS, the Board of Supervisors of the Soil & Water Conservation District has received an Ohio EPA Great Lakes Grant in the amount of \$250,000 to pay the cost of construction of the ditch improvement;

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

- 1) The Board hereby finds that the Moorman Two-Stage Ditch Tile Project is necessary, conducive to public welfare, and beneficial as further defined in ORC §940.31; and
- 2) The county engineer shall comply with the filing provisions defined in ORC §940.31; and
- 3) In accordance with Ohio Revised Code §940.37 and §6137.03, a maintenance assessment shall be levied not more than once annually upon the benefited owners apportioned on the basis of the estimated benefits; the assessment shall represent such percentage of the estimated benefits as estimated by the engineer and found adequate by the Board.
- 4) The Clerk of the Board is hereby instructed to give notice by first class mail to every public and private property owner whose property is subject to the maintenance assessment.

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

Auglaize County:	<u>David Bambauer</u> ; Yes	Absent	<u>John Bergman</u> ; Abstain
David Bambauer		Douglas Spencer	John Bergman
Mercer County:	<u>David Buschur</u> ; Yes		<u>Jerry Laffin</u> ; Yes
Rick Muhlenkamp		David Buschur	Jerry Laffin

Adopted this 4th day of June, 2024

CERTIFICATION

The undersigned, Clerk of the Board of County Commissioners of Mercer County, Ohio, does hereby certify that the foregoing resolution is a true and correct copy of the original Resolution as passed by the Board on June 4, 2024 and posted in the Commissioners Journal #127, page 185.

Kim Everman
Admin./Clerk of the Board

cc: Soil & Water; Engineer