

**IN THE MATTER OF FINDING FOR THE IMPROVEMENT AND THE AMENDMENT OF THE FRAZIER #3 DITCH PROJECT; PETITIONED BY CHAD RICKETTS, EVAN SAUNDERS, JON HAGER, ALAN DAVIS AND THOMAS SCHROEDER; SETTING DATE TO RECEIVE ENGINEER'S REPORTS ON SAID PROJECT.**

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The Board of Auglaize County Commissioners met in regular session on the 12th of March, 2024.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners, in Resolution #23-169, dated December 19, 2023 set February 29, 2024 at 1:30 p.m., for the First Hearing of the petition of the Frazier #3 Ditch Project, the Board met in the Assembly Room – 2nd Floor at the Administration Building and conducted the hearing by causing the petition to be publicly read to those present by TJ Place for the County Engineer's Office; and,

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

**WHEREAS**, the Board has made a virtual view of the proposed improvement on January 30, 2024 and has heard either in person or by counsel all evidence offered by any owner of land for or against the granting of the proposed improvement, or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, or any application therefore; and,

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

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

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

**BE IT FURTHER RESOLVED** that the Board does set August 29, 2024 at 9:30 a.m., as the date and time for the filing of the above mentioned County Engineer's Reports.

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

Adopted this  
12th day of  
March, 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 Engineer

**IN THE MATTER OF ACCEPTING THE QUOTE FROM ALL SERVICE GLASS FOR THE  
INSTALLATION OF CUSTOM RECEPTION GLASS IN THE MAPS OFFICE FOR THE  
ADMINISTRATION BUILDING.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2024.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, All Service Glass has submitted a quote of \$1,726.24 to furnish and install reception glass onto countertops of the Maps Office in the Administration Building with the following scope of work to include material and/or labor:

- Custom tempered glass 55-11/16" x 32" x 1/4" \$283.23
- Custom tempered glass 56-11/16" x 32" x 1/4" \$291.00
- Custom tempered glass 57-1/8" x 32" x 1/4" \$291.00
- Misc flat hardware – end post \$143.18
- Misc. flat hardware – center post \$305.70
- Misc. flat hardware – u-channel \$62.13
- Installation \$350.00.

**THEREFORE BE IT RESOLVED**, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote from All Service Glass for \$1,726.24 to install reception glass onto countertops in the Maps Office in the Administration Building; and,

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

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

Adopted this  
12th day of  
March, 2024

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, ys  
Douglas A. Spencer

ABSENT,  
David Bambauer

John N. Bergman, ys  
John N. Bergman

cc: ✓ All Service Glass  
✓ Maintenance Supervisor

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH BUCKEYE EXTERMINATING, INC. FOR GENERAL PEST CONTROL AT THE DOG SHELTER BUILDING.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2024.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Dog Warden has contracted with Buckeye Exterminating, Inc. for the treatment of nuisance insect control at the facility to the satisfaction of the Dog Warden; and,

**WHEREAS**, a renewal service agreement between the Dog Warden and Buckeye Exterminating, Inc. for such treatment has been submitted to the Board of County Commissioners for its approval and authorization; and,

**WHEREAS**, the cost of the treatment for nuisance insect control is \$160.00 (inside and outside perimeter in spring) and \$100.00 (outside perimeter in fall) effective April 1, 2024.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and accept the agreement of Buckeye Exterminating, Inc. for pest control at Dog Shelter Building at the costs as mentioned above; and,

**BE IT FURTHER RESOLVED** that said Board authorizes Russ Bailey as Dog Warden to execute the agreement with Buckeye Exterminating, Inc. for said services.

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

Adopted this  
12th day of  
March, 2024

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer  
Douglas A. Spencer Yes

ABSENT  
David Bambaauer

John N. Bergman  
John N. Bergman Yes

cc: Dog Warden  
Buckeye Exterminating, Inc.



# Buckeye Exterminating, Inc.

24018 US Rt. 224 • P.O. Box 246  
Ottoville, Ohio 45876-0246  
[www.buckeye1.com](http://www.buckeye1.com)

419-453-3931

1-800-523-1521

Fax 419-453-3937

## SERVICE AGREEMENT

April 1, 2024

This agreement has been made and entered into between Buckeye Exterminating, Inc., hereinafter to be known as the party of the first part and the Auglaize County Dog Warden, hereinafter to be known as the party of the second part.

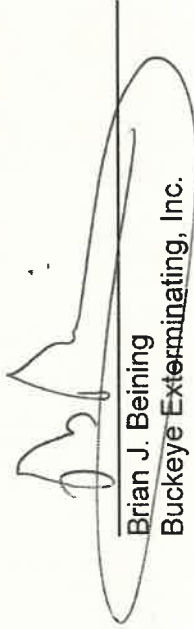
Party of the first part agrees to provide a General Pest Control treatment for nuisance insect control at:

1001 Fairview Dr, Building 33,  
Wapakoneta, OH

\$160 (Inside & Outside Perimeter in Spring)  
\$100 (Outside Perimeter in Fall)

Payment to be made within 30 days of invoicing.

Party of the first part carries Workers' Compensation Insurance and Public Liability/Property Damage Insurance to the \$5,000,000 limit.

  
\_\_\_\_\_  
Brian J. Beining  
Buckeye Exterminating, Inc.

  
\_\_\_\_\_  
Auglaize County Dog Warden

2-23-24  
\_\_\_\_\_  
Date

3.12.24  
\_\_\_\_\_  
Date

**IN THE MATTER OF ACCEPTING THE GRANT CONTRACT FOR FUNDING THROUGH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION (ODOT), AVIATION DIVISION, PY2024 REHABILITATE/REPLACE AIRPORT ROTATING BEACON PROJECT AT THE NEIL ARMSTRONG AIRPORT; AUTHORIZING JOHN N. BERGMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE ALL DOCUMENTS RELATIVE TO THIS PROJECT.**

\*\*\*\*\*  
The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 12th of March, 2024.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on April 20, 2023, in Resolution #23-205, the Board of County Commissioners authorized the application to the State of Ohio, Department of Transportation (ODOT), Aviation Division for funding, through the FY2024 Ohio Airport Matching Grant Program, Rehabilitate/Replace Airport Rotating Beacon Project (ODOT Project Number (M24-03) at the Neil Armstrong Airport; and,

**WHEREAS**, notification has been received from the ODOT, Aviation Division, that Auglaize County has been awarded the grant contract in the amount of \$84,858.00 through the FY2024 Ohio Airport Matching Grant Program.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby accept the grant contract of \$84,858.00 for the Rehabilitate/Replace Airport Rotating Beacon Project at the Neil Armstrong Airport; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners does authorize the John N. Bergman of said Board to execute any and all documents relative to this project.

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

Adopted this  
12th day of  
March, 2024

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

  
Douglas A. Spencer

ABSENT  
David Bambauer

  
John N. Bergman

cc: Airport Authority  
ODOT – Office Aviation  
BF&S  
Airport Manager

**GRANT CONTRACT**

under

The Fiscal Year 2024 Ohio Airport Grant Program

between the

**Auglaize County Commissioners**

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

24-03

**OHIO DEPARTMENT OF TRANSPORTATION**

**Office of Aviation**

**Ohio Airport Improvement Grant Contract**

**ODOT Project No. 24-03**

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

***Auglaize County Commissioners***

agree as follows:

**ARTICLE I: DEFINITIONS**

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

**Administrator:** the Administrator of ODOT's Office of Aviation

**Airport:** an airport which is a Publicly Owned/Public Use facility in Ohio, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

**AIP:** the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

**Code:** the Ohio Revised Code.

**Contract:** this Contract, which is identified as ODOT Project No. 24-03

**Criteria:** the Ohio Airport Grant Program Criteria for the current Fiscal Year

**Drug-Free Workplace Program:** Requirements for drug-free workplace.

**FAA:** the Federal Aviation Administration.

**FAA Air Carrier Enplanement Funds:** AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

**FAA Cargo Funds:** Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

**FAA Final Audit:** the project audit required by the FAA.

**Federal Share:** the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

**Grant Funds:** program funds.

**Grantee:** The Auglaize County Commissioners

**Land Ownership Reimbursement Allowance:** an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

**Local Share:** the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

**ODOT:** the Ohio Department of Transportation.

**Program:** a grant program funded by the Ohio Airport Grant Program. Ohio Direct Grant Application for General Aviation Airports

**Project:** the project funded by the Contract which is identified as ODOT Project No. 24-03

**Standard Assurances:** the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/aviation/resources/airport-grant-program>

**State:** the State of Ohio.

**State Share:** the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

**Total Project Cost:** the total project cost as specified in Section 2.2 of the Contract.



ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the project described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

**Scope of Project: Rehabilitate/Replace Airport Rotating Beacon at the Neil Armstrong Airport**

2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of this project.

2.2 The Project costs are as follows:

Total Project Cost: \$107,974.00

Total Local Share: \$23,116.00

**Total State Share: \$84,858.00**

2.3 The total cost for the project is \$107,974.00. ODOT agrees to provide Grant Funds to the Grantee up to a maximum of \$84,858.00 in State funds. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the project and associated engineering design and construction phase services.

2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and availability of funds.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment per the method described in the application procedure. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- 2.8.1 Made in conformance with the Application, the Criteria and this Contract;
- 2.8.2 Necessary in order to accomplish the project;
- 2.8.3 Reasonable in amount for the goods and services purchased;
- 2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and
- 2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The Grantee shall submit all documents relating to this Contract, including all bids and financial reports, to the Office of Aviation on a continuing basis. The Grantee shall submit to ODOT:

- A. Written verification of intent to perform the project as specified in the Application and as specified in the Notice of Project Approval that was sent to the Grantee;
- B. A set of plans, as required by ODOT in Appendix E and F of the Criteria;
- C. The Project Time Schedule as required in Appendix G-I of the Criteria;

- D. All bid documentation prepared by the Grantee, prior to its release to prospective bidders, including requirements for compliance with Drug-Free Workplace procedures;
- E. A completed copy of the project safety and phasing plan including FAA Form 7460's and/or 7480, if required by project type of work.
- F. Notification of all meetings relating to the project, as soon as the meeting dates and time have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- G. Notification of potential starting dates for project work, as soon as such dates have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- H. Notification of project completion;
- I. Copies of all bid documentation received by the Grantee from all bidders, including contractor and sub-contractor compliance with Drug-Free Workplace procedures.
- J. The final ODOT Request for Payment as per the application procedure, no later than thirty days after completion of the project.

2.11 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share. Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.12 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.13 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.14 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.15 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.16 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.17 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE III:  
MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT  
PERFORMANCE

- 3.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.
- 3.2 The Grantee shall adhere to the following specifications throughout the performance of the project:
- 3.2.1 The Grantee shall have present on the project at all times a quality assurance inspector who shall be a registered professional engineer or his/her representative (The Airport Manager, unless qualified, cannot be expected to provide the necessary level of inspection.);
- 3.2.2 The Grantee is responsible for the cost and performance of all project engineering including, but not limited to, preparation of project plans and specifications;
- 3.2.3 The scope of work for the project shall include allowance for a 1% gradient on both sides of the runway centerline, and longitudinal paving joints shall be offset a minimum of 18 inches on either side of existing joints;
- 3.2.4 The scope of work for a runway resurfacing project shall include a stipulation that all paving be accomplished using a 40-foot ski on the paver to assure surface uniformity;
- 3.2.5 Load limits as described in ODOT Construction and Material Specifications Section 105.13 and not to exceed 57,000 pounds maximum gross weight shall be imposed by the Grantee on all contractor haul vehicles, and the contractor shall be responsible for and shall repair all damage caused by its vehicles on haul roads, ramps, aprons, taxiways, and runways;
- 3.2.6 The Grantee shall perform the project in accordance with the most recent ODOT Construction and Material Specifications and any supplemental specifications issued by ODOT. Items such as runway and taxiway markings, which are not covered under these specifications shall be governed by an applicable FAA advisor circular.
- 3.2.7 When the scope of work includes marking of a runway, the new marking and any existing lighting shall reflect the required minimum approach slope ratio, FAA Part 77, Objects Affecting Navigable Airspace, and AC 150/5300-13 Airport Design, current edition and any other FAA design circulars must be adhered to. In addition for marking layout, refer to AC 150/5340-1 current edition;
- 3.2.8 When the scope of work includes airport visual lighting aids, communications equipment, navigational aids, weather reporting equipment, and obstruction lights and/or marking, all current FAA advisor circulars shall be adhered to;

- 3.2.9 For any project type, a project safety plan shall be submitted per AC 150/5370-2 current edition, Safety on Airports During Construction;
- 3.2.10 When the scope of work includes the installation of an Automated Weather Observing System (AWOS), refer to AC 150-5220-16, Automated Weather Observing System (AWOS) current edition for non-federal application;
- 3.2.11 No plans will be approved before a copy of the FAA form 7460 and/or 7480 and NF-4 submitted to FAA has been received by ODOT; and
- 3.2.12 All asphalt paving projects shall be completed by October 15 of any year.

#### ARTICLE IV: GENERAL PROVISIONS

- 4.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.
- 4.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.
- 4.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.
- 4.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

- 4.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 4.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 4.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
- 4.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 4.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.

4.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.

4.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

4.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

4.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

4.14 The Grantee shall not assign or subcontract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.

4.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.

#### 4.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

4.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

4.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

4.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

4.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4.16.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.



4.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

4.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancelling, terminating, or suspending a control, in whole or in part.

4.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

4.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff.)

4.17 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.18 ETHICS REQUIREMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

4.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

4.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

4.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty (30) days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

4.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost.

4.23. EXECUTION

4.23.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

4.23.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

4.23.3 Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

**FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:**

The Director of the Ohio Department of Transportation has duly executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Director of the Ohio Department of Transportation

**FOR THE GRANTEE:**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: John N Bergman  
Title: Commissioner

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF GRANTEE'S ATTORNEY:**

I, Edwin A. Pierce, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated March 12, 2024, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 14<sup>th</sup> day of March, 2024.

By: Edwin A. Pierce  
Title: Prosecuting Attorney

**IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM DITCH DEBT FUNDS TO APPROPRIATE MAINTENANCE FUNDS AS REQUESTED BY COUNTY AUDITOR.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2024.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the following correspondence was received by the Board of County Commissioners:

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

March 7, 2024

Dear Board Members,

I wish to make the following transfers from ditch debt to the ditch maintenance funds. The notes are now paid in full.

Ditch	Transfer Out	Transfer In	Amount
Adams	204.0204.535800	891.0100.400200	\$245.75
Gibson	246.0246.535800	886.0100.400200	\$1.59
Kruse	247.0247.535800	888.0100.400200	\$67.84
Dearbaugh #2	255.0255.535800	884.0100.400200	\$1.45
Ellerman	270.0270.535800	890.0100.400200	\$324.61
Meier	277.0277.535800	892.0100.400200	\$6.05

Regards,  
s/Linda Bice  
Linda Bice  
Auglaize County Auditor

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the above mentioned transfer of funds for the above mentioned funds in the request from the County Auditor.

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

Adopted this  
12th day of  
March, 2024

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spence,  
Douglas A. Spencer

ABSENT,  
David Bambauer

John N. Bergman,  
John N. Bergman

cc: County Auditor

**IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A TRILLIUM LOCAL ACTIVITY GRANT THROUGH THE AMERICA 250-OHIO COMMISSION OPERATED IN PARTNERSHIP WITH OHIO HUMANITIES, THE STATE-BASED PARTNER OF THE NATIONAL ENDOWMENT FOR THE HUMANITIES FOR THE AUGLAIZE COUNTY RECORDER.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2024.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the America 250-Ohio or AM250-OH will make funds available for grants to non-profit, educational, and local governmental organization to support educational and commemorative programming about the two-hundred-fiftieth anniversary of the independence and founding of the United States; and,

**WHEREAS**, the Trillium Local Activity Grant operated in partnership with Ohio Humanities, the State-Based Partner of the National Endowment for the Humanities for a grant amount up to \$5,000.00; and,

**WHEREAS**, the Auglaize County Recorder, Emily Schlenker, has submitted a grant application for the digitization of a Cemetery Map Book – 24” x 36” for the amount of \$2,890.00.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the submission of the Trillium Local Activity Grant application in the amount of \$2,890.00.

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

Adopted this  
12th day of  
March, 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

ec: Recorder