

**IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE HENKENER DITCH AND TO REEVALUATE THE MAINTENANCE BASE AND UPDATE THE WATERSHED MAP ON SAID DITCH PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, County Engineer Andrew Baumer, Drainage Engineer Sam Phlipot and Drainage Technician TJ Place met with the Board on October 31, 2024:

In 1986, the Henkener Ditch underwent improvements after being petitioned through the Auglaize Soil and Water, and has since been maintained by the Auglaize County Engineer’s Office. This 3,115 feet of open ditch and 3,102 feet of tile that drains a watershed of 584 acres and in 1986, cost \$14,907.07 for the installation of the drainage tiles. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 39 years of maintaining the project with the 1986 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and the individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$75,173.75. This number represents what it would cost today to reconstruct the 3,115 feet of open ditch and 3,102 feet of tile for the Henkener Ditch as done in 1986 for \$14,907.07. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 39 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Henkener watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

**THEREFORE BE IT RESOLVED**, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **July 10, 2025 at 1:30 p.m.** in the Assembly Room located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Henkener Ditch maintenance base and update the watershed map.

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: County Engineer

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners adopted resolution number #24-185 on March 26, 2024, authorizing the submittal of a grant application to the Ohio Department of Development (ODOD) for the proposed sum of at least \$500,000.00 to utilize the funds for projects that identified as blighted, vacant or abandoned structures throughout Auglaize County; and,

**WHEREAS**, the Board has received notice from the Ohio Department of Development (ODOD) that its initial funding request has been approved for two projects for various entities; and,

**WHEREAS**, the Ohio Department of Development has provided the Board with the grant agreement DEV—2023 - 204131 for the execution by the President of the Board.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the President of the Board, David Bambauer, to execute the Ohio Department of Development Building Demolition and Site Revitalization Program Grant Agreement DEV—2023 – 204131.

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: ODOD  
Auditor

**Ohio Department of Development  
Building Demolition and Site Revitalization Program  
Grant Agreement**

|                        |   |
|------------------------|---|
| <b>Program</b>         | DEV--2023 - 204131                      |
| <b>Grantee</b>         | Auglaize County Board of Commissioners  |
| <b>Address</b>         | 209 S Blackhoof St Wapakoneta, OH 45895 |
| <b>Beginning Date</b>  | July 4, 2023                            |
| <b>Expiration Date</b> | June 30, 2025                           |
| <b>Grant Source</b>    | House Bill 33                           |
| <b>Amount of Award</b> | \$500,000.00                            |

This Grant Agreement (the "Agreement") is made and entered into by and between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Auglaize County Board of Commissioners** (the "Grantee") for the period **July 4, 2023 (the "Beginning Date") to June 30, 2025 (the "Expiration Date")**, to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Building Demolition and Site Revitalization Program in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system, the contents of this Agreement (collectively, the "Project") and the Building Demolition and Site Revitalization Guidelines. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

**Statement of the Agreement**

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$500,000.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in the **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project and for costs considered allowable according to program guidelines or other documentation guidance provided by Grantor. The Grantee must ensure legal access/authority to the property and that the property is eligible property in accordance with Ohio Administrative Code 122:32-1-02. The Grant Funds shall be further contingent upon the Special Conditions set forth in Exhibit III: Special Conditions, to the extent applicable. Expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
  
2. **Funding Source.** The Building Demolition and Site Revitalization Program was established in House Bill 33 of the 135<sup>th</sup> General Assembly, codified in Ohio Revised Code section 122.6512 and found in the Ohio Administrative Code sections 122:32-1-01 through 122:32-1-06. This program awards grants for the demolition of commercial and residential buildings and revitalization of surrounding properties on sites throughout Ohio that are not brownfields.
  
3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with **Section 15** of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in **Exhibit II** until satisfactorily completed.

4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests, and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee will have until July 15, 2025, to submit financial reimbursement requests, unless otherwise extended by Grantor. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final 10% of funding until Grantee confirms matching funds are expended.
6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Exhibit II: Reporting**.
7. **Historic Waiver Requirements.** Except as described in this section, Projects including demolition under this Agreement shall not be subject to review and clearance by the State Historic Preservation Office (SHPO). Any property individually listed on the National Register of Historic Places (NRHP) or a contributing building in a historic district listed on the NRHP is not eligible for demolition unless provided a waiver through the SHPO after submitting the form attached as **Exhibit IV**; except that no waiver from SHPO will be required from Grantee if the property is located in a locally designated historic district that is subject to local historic preservation legislation, which may or may not allow for demolition. In addition, if a Grantee has information regarding potential historic significance of a property that is neither listed on the NRHP nor in a locally designated historic district, please complete the waiver for SHPO review. The SHPO shall notify Grantee of its decision within 10 business days after receipt of a complete historic waiver form from Grantee. Should Grantee fail to follow SHPO procedures when required by this section, grant funds may be forfeited for any demolition activity at the property.
8. **Records, Access, and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, and program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
9. **Audits.** Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award. Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit a grant specific audit report electronically to the Ohio Department of Development Audit Office at [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov).
  - i. **Grant Specific Audit:** Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal

controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement. A grant specific audit must be performed by an independent public accountant. Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.

- ii. **Audit Standards:** Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.

10. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in **Exhibit II: Reporting**.

11. **Reports and Records.**

- a. **Performance Reports.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.
- b. **Signature and Costs.** The authorized representative on behalf of Grantee shall certify by their submission of each report required by **Exhibit II** that the information reported by Grantee is true, complete, and correct.

12. **Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books, and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.

13. **Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration within the electronic application system 30 days prior to the date of the change and Grantor approves the proposed alteration within the electronic application system. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration within a reasonable period.

14. **Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and

assures the following:

- a. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 15, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- c. **Accounting.** Accounting systems used by Grantee are in accordance with generally accepted accounting standards and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor or any of its duly authorized representatives, for examination or copying, upon a reasonable request.
- d. **Insurance.** Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

15. **Termination.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

- a. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- b. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
- c. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- d. Failure of Grantee to comply with the historic waiver requirements in this Agreement.
- e. Failure to spend matching funds, if applicable.
- f. **Early Termination.** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under

**Section 17** of this Agreement.

16. **Remedies.** Following a default by Grantee, Grantor may exercise one or more of the following remedies:
- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
  - b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (3) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (4) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (5) ineffective or improper use of the Grant Funds provided under this Agreement; (6) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (7) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (8) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.
  - c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly expended. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
  - d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
  - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
17. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
18. **Liability.**
- a. **Public Agency or Governmental Entity.** If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to



property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.

19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
20. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have been made available and forthcoming from the appropriate state and/or federal agencies.
21. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.
22. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, their participation in any such action would not be contrary to the public interest.
23. **Adherence to State and Federal Laws and Regulations.**
  - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
  - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and



understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2)** will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws is grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

24. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law. This Section is not intended to require a Grantee to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.
25. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
26. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
27. **Miscellaneous.**
  - a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
  - b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
  - c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee or to a subrecipient of Grantee for Project work that was billed/paid by Grantor with Grant Funds will remain with the Grantee or Grantee's subrecipient but is restricted to future demolition, brownfield remediation, neighborhood stabilization activities, or economic

development activities. Grantee shall submit a program income report as part of the Final Performance Report described in **Exhibit II: Reporting**.

28. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
29. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
30. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

31. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

a. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. In the case of Grantor, to:

Ohio Department of Development  
Office of Community Infrastructure  
77 South High Street, 26<sup>th</sup> Floor  
Columbus, Ohio 43215-6130  
Attn: Deputy Chief

ii. In the case of Grantee, to:

Auglaize County Board of Commissioners  
209 S Blackhoof St Wapakoneta, OH 45895

**Signature**

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

**Grantee:**

Auglaize County Board of Commissioners

David Bambauer

Authorized Official Signature

David Bambauer

Printed Name

President

Title

March 20, 2025

Date

**Grantor:**

State of Ohio, Department of Development

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**EXHIBIT I**

**Scope of Work/Budget/Grant Application**

Project scope of work and budget is located within Grantor electronic application system (Salesforce).

**EXHIBIT II**  
**Reporting**

Grantee shall provide the information listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format to submit the information and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. **Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor monthly as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rationale for the advance and anticipated uses. The rationale should include supporting documentation for the requested costs.
2. **Quarterly Performance Reports:** These reports must include documentation of demolition, including before and after pictures of demolition activity for each address, expenses, matching funds if required, environmental reports, authority for demolition (title, consent, court order, etc.) and contractor release of liens. Quarterly Performance Reports are due by 5:00 p.m. on the second Friday after the end of each quarter.
3. **Final Performance Report:** Grantee must provide a final performance report on demolitions, land reutilization, and program income by Dec. 31, 2025. This report must include the number of demolitions completed, expenditures including in-kind contributions, program income collected and expended consistent with this Agreement, and program accomplishments including community and economic benefits realized.

**EXHIBIT III**  
**Special Conditions**

Special Conditions may only be included by Grantor within this Grant Agreement if such conditions were previously agreed upon by Grantee and Grantor.



**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY AIRPORT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, under date of January 2, 2025, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2025 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

**WHEREAS**, County Auditor's Office informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the Airport Rotary Fund (076) by \$9,942.40; and,

**WHEREAS**, the Airport has requested that the Board amend the 2025 Annual Appropriation to reflect the following increase:

|                 |           |            |
|-----------------|-----------|------------|
| 076.0076.530400 | Equipment | \$9,992.40 |
|-----------------|-----------|------------|

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2025 Annual Appropriation Resolution be amended to show the changes as tabulated 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  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

cc: County Auditor  
County Administrator  
Airport Manager

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM iHEART MEDIA ON BEHALF OF COLEMAN HEALTH SERVICES TO IMPROVE THE AWARENESS OF THEIR SERVICES FOR OPIOID SITUATION IN THE AUGLAIZE COUNTY COMMUNITY.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, iHeart Media on behalf of Coleman Health Services has submitted a proposal for \$35,000.00 to improve the awareness of their services, educate the local community on the current opioid situation and can help patients receive the care they need. Below are the outreach outlets that will be used for this campaign:

- Audio - \$15,000: Streaming, Podcast, Broadcast.
- YouTube - \$10,000:
- Digital Display Ads: \$10,000.

**THEREFORE BE IT RESOLVED**, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the proposal from iHeart Media on behalf of Coleman Health Services for \$35,000.00 from Opioid Fund (085); and,

**BE IT FURTHER RESOLVED** that said Board of Commissioners does hereby authorize County Administrator to proceed with the scheduling of the project per the above mentioned proposal.

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Ye  
Douglas A. Spencer

cc: iHeart Media

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

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

**One Ohio Opioid Sett Fund:**

|                |                             |                                     |
|----------------|-----------------------------|-------------------------------------|
| <b>Amount:</b> | <b>From:</b>                | <b>To:</b>                          |
| \$19,092.00    | 085.0085.530400 (Equipment) | 085.0085.530600 (Contract Services) |

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated 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  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Y  
Douglas A. Spencer

cc: County Auditor  
County Administrator

**IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM UNCLAIMED FUNDS TO COUNTY GENERAL FUND.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

The following has been in unclaimed funds for 5 years and now needs to be transferred to the County General Fund. Please make the following transfer:

|                      |                 |            |
|----------------------|-----------------|------------|
| From Unclaimed Funds | 504-0021-539800 | \$4,803.12 |
| To County General    | 001-0700-401500 | \$4,803.12 |

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make the following transfer of funds:

**From: 504-0021-539800 – Unclaimed Funds  
Amount \$4,803.12  
To: 001-0700-401500 – County General Fund**

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

✓cc: County Auditor

County Commissioners Office  
Auglaize County, Ohio  
March 20, 2025

No. #25-166

**IN THE MATTER OF AUTHORIZING THE LEASE AGREEMENT BETWEEN LAURA TUTTLE AND THE AUGLAIZE COUNTY COMMISSIONERS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, a commercial lease agreement between the Board of Auglaize County Commissioners and Laura Tuttle and terms of said lease are agreeable for the county owned property at 604 S. Blackhoof St., Wapakoneta, Ohio, and described as the west office space in the Title Office Building; and,

**WHEREAS**, said lease agreement will be for an initial term beginning **June 29, 2025** and ending **June 28, 2031**.

- Tenant shall pay \$1,076.97 per month from June 29, 2025 through June 28, 2028.
- Tenant shall pay beginning June 29, 2028 thru June 28, 2031 rental of \$1,109.28 per month.
- Tenant agrees the renovation project completed under the previous lease satisfactorily met the conditions of the previous agreement. Further, the Tenant agrees the countertop, constructed by county maintenance department, is considered a permanent fixture and therefore is the property of the Landlord.
- Each payment shall be due by the 5th day of each calendar month during the lease and a \$25.00 late fee which is payable immediately.
- Fifteen dollars of the monthly rental payment is cost for security company to provide monthly reports, as currently require by the State of Ohio BMV. During this lease agreement if a billing alteration occurs for the cost of the report, the Tenant shall be increased/decreased the monthly payments respective of the alteration from the security company.
- Tenant shall forgo ownership of any security equipment paid for by Landlord and reimbursed by Tenant to Landlord. Upon execution of this agreement, Tenant is solely responsible for procurement of additional security requirements mandated by the State of Ohio BMV or desired by Tenant unless mutually agreed upon by Tenant and Landlord.

**THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the lease agreement with Laura Tuttle for office and storage space at 604 South Blackhoof St. at the terms so stated above; and,

**BE IT FUTHER RESOLVED**, that the Board of County Commissioners does authorize the President of the Board to execute said lease agreement.

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer yes  
David Bambauer

John N. Bergman yes  
John N. Bergman

Douglas A. Spencer Yes  
Douglas A. Spencer

cc: Laura Tuttle  
Clerk of the Board  
Auditor

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective **June 29, 2025** by and between **Auglaize County Commissioners** ("Landlord") and **Laura Tuttle** ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **604 South Blackhoof St., Wapakoneta, Ohio 45895** and described as the west office space and related storage area in the Title Office Building and a minimum of 14 non-exclusive parking spaces with at least 2 designated parking spaces meeting ADA specifications.

Landlord makes available for lease the west office space and related storage area designated as 604 South Blackhoof St., Wapakoneta, Ohio 45895 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a "Term" beginning June 29, 2025 and ending June 28, 2031.

### 2. Rental.

- A. Tenant shall pay to Landlord during the Term the rental amount according to the following schedule:
  - a. From June 29, 2025 through June 28, 2028, Tenant shall pay Landlord rent in the amount of One Thousand Seventy-Six Dollars and Ninety-Seven Cents (\$1,076.97) per month.
  - b. Beginning June 29, 2028 through June 28, 2031, Tenant shall pay Landlord rent in the amount of One Thousand One Hundred Nine Dollars and Twenty-Eight Cents (\$1,109.28) per month.
- B. Each payment shall be due by the 5<sup>th</sup> day of each calendar month during the Term of the Lease. Payments are to be made to the Auglaize County Commissioners or at such other place designated by written notice from Landlord to Tenant. The rental payment amount for any partial calendar months included in the Term shall be prorated on a daily basis. Tenant may be required to pay to Landlord a "Security Deposit" in the amount of (one month's rent).
- C. If the monthly rental amount is received after the fifth (5<sup>th</sup>) day of the month, the Landlord will charge and Tenant agrees to pay a \$25.00 late fee which is payable immediately. In the event Tenant's check is dishonored and returned from the bank unpaid for any reason, Tenant agrees to pay an additional sum of \$35.00. Returned checks will be considered late and also subject to the late payment fee of \$25.00.
- D. Fifteen dollars of the monthly rental payment is cost for security company to provide monthly Opening/Closing reports, as currently required by the state of Ohio BMV. During this Lease if a billing increase occurs for the cost of the report, the monthly rental amount shall be increased respectively to cover the increased cost.
- E. Tenant shall forgo ownership of any security equipment paid for by Landlord and reimbursed by Tenant to Landlord. Upon execution of this Lease, Tenant is solely responsible for procurement of additional security requirements mandated by the State of Ohio BMV or desired by Tenant unless mutually agreed upon by Tenant and Landlord.



### **3. Use.**

Tenant's use of the Leased Premise shall be in a lawful, careful, safe and proper manner, and Tenant shall carefully preserve, protect, control and guard the same from damage. Tenant shall not use the parking area or the ingress and egress area of the Leased Premises in an unreasonable manner so as to interfere with the normal flow of traffic or the use of such areas by occupants of properties adjacent to the Lease Premises. Tenant shall use and occupy the Leased Premises for the purpose of providing Ohio BMV services. The Leased Premises shall be used for no other purpose. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

### **4. Sublease and Assignment.**

Subject to the terms and conditions to the Lease Continuity Agreement entered into between the parties, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### **5. Repairs.**

During the Lease term, Landlord shall make, at Landlord's expense, all necessary and reasonable structural repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, HVAC, plumbing and other structural parts of the Leased Premises damaged or worn through normal occupancy.

### **6. Alterations and Improvements.**

- A. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.
- B. The Tenant agrees the renovation completed under previous agreements satisfactorily met the conditions of the previous agreement(s). Further, the Tenant agrees the countertop, constructed by county maintenance department is considered a permanent fixture and therefore is the property of the Landlord.

### **7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

### **8. Insurance.**

- A. If the Leased Premises is damaged by fire or other casualty resulting from any act of negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair and Tenant shall be responsible for the costs of repair not covered by insurance.



- B. Landlord shall maintain fire and extended coverage insurance on the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- C. Tenant, at its own expense, shall maintain a policy of comprehensive general liability insurance with respect to the respective activities of the Building with the premiums thereon fully paid on or before due date. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy of comprehensive general liability insurance. The Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph.

**9. Utilities.**

Landlord shall pay all charges for water, sewer, gas, electricity and utilities used by Tenant on the Leased Premises during the Term of this Lease. Landlord shall be responsible for snow and ice removal from the parking areas and sidewalks, before and during normal working hours. Tenant will be responsible for their telephone system and any specific requirements of the alarm system pertinent to Tenant's office.

**10. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**11. Parking.**

During the Term of this Lease, Tenant shall have use of a minimum of 14 non-exclusive parking spaces with at least 2 designated parking spaces meeting ADA specifications.

**12. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**13. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**14. Security Deposit.**

The Security Deposit (if collected) shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation,

Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

#### 15. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

*If to Tenant to:*

**Laura Tuttle**  
[Tenant]

*If to Landlord to:*

**Auglaize County Commissioners**  
[Landlord]

**604 S. Blackhoof Street**  
**Wapakoneta, OH 45895**  
[Tenant's Address]

**209 S. Blackhoof St.**  
**Wapakoneta, OH 45895**  
[Landlord's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

#### 16. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

#### 17. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

#### 18. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises. In the event that there is a conflict between any local resolutions and operating guidelines of the Tenant, the local resolutions shall control.

#### 19. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

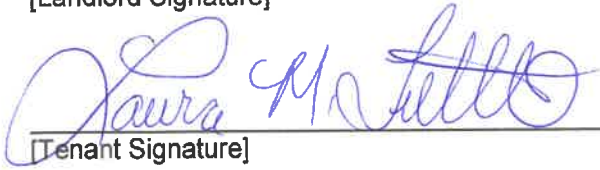
#### 20. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



[Landlord Signature]



[Tenant Signature]

**IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE SCHULTZ DITCH AND TO REEVALUATE THE MAINTENANCE BASE AND UPDATE THE WATERSHED MAP ON SAID DITCH PROJECT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, County Engineer Andrew Baumer, Drainage Engineer Sam Phlipot and Drainage Technician TJ Place met with the Board on October 31, 2024:

In 1985, the Schultz Ditch underwent improvements after being petitioned through the Auglaize Soil and Water, and has since been maintained by the Auglaize County Engineer’s Office. This 3,790 of open ditch that drains a watershed of 330 acres and in 1985, cost \$9,995.84 for the installation of the drainage tiles. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 40 years of maintaining the project with the 1985 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and the individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$37,749.73. This number represents what it would cost today to reconstruct the 3,790feet of open ditch of the Schultz Ditch as done in 1985 for \$9,995.84. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 40 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Schultz watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

**THEREFORE BE IT RESOLVED**, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **July 8, 2025 at 1:30 p.m.** in the Assembly Room located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Schultz Ditch maintenance base and update the watershed map.

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: County Engineer

IN THE MATTER OF ASSIGNING TO THE CITY OF WAPAKONETA THE ANNUAL DITCH MAINTENANCE FOR THE "KRITES DITCH PROJECT" AND REMOVING SAID DITCH FROM THE COUNTY'S MAINTENANCE PROGRAM.

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner   Spencer   moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Krites Single County ditch was reconstructed through a ditch petition with the Auglaize County Commissioners in 1992; and,

**WHEREAS**, at that time of its construction 100% of the 12 acres was within the corporation limits of the City of Wapakoneta; and,

**WHEREAS**, the present day watershed has grown to 32 acres, with 100% of the watershed existing within the corporation limits of the City of Wapakoneta; and,

**WHEREAS**, the City of Wapakoneta agrees to assume all maintenance on the ditch that exists within the corporation limits of the City of Wapakoneta as set forth in their Resolution No. 2025-05.

**THEREFORE BE IT RESOLVED**, the Board of Auglaize County Commissioners does hereby assign to the City of Wapakoneta the annual maintenance for the Krites Ditch Watershed containing the entire 100% of the ditch now existing within the City of Wapakoneta and remove the same from the county's maintenance program.

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

  David Bambauer  ,   yes    
David Bambauer

  John N. Bergman  ,   yes    
John N. Bergman

  Douglas A. Spencer  ,   yes    
Douglas A. Spencer

- cc: ✓ County Engineer
- ✓ Auditor
- ✓ City of Wapakoneta

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

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

| <u>Check No.</u> | <u>Amount</u> | <u>Vendor</u>                |
|------------------|---------------|------------------------------|
| 487661           | 391.62        | DAYTON STENCIL               |
| 487701           | 32050.40      | NORTHERN CONCRETE PIPE, INC. |
| 487704           | 489.06        | STELLAR SERVICES             |
| 487740           | 665.00        | CTL ENGINEERING              |
| 487746           | 25650.00      | MEREDITH BROTHERS, INC.      |
| 487761           | 279.00        | RUMER & MAISCH CO, LLC       |
| 487769           | 2430.00       | CRAIG GOTTSCHALK             |

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

Adopted this  
20th day  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

cc: County Auditor



County Commissioners Office  
Auglaize County, Ohio  
March 20, 2025

NO. #25-170

IN THE MATTER OF APPROVING THE RE-EVALUATION OF THE ASSESSMENT BASE FOR THE MAINTENANCE FOR THE YOUNG DITCH; CHANGING THE WATERSHED MAP AND CERTIFYING THE MAINTENANCE BASE TO THE COUNTY AUDITOR.

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, in Resolution #25-058, the Board of Auglaize County Commissioners set a date, March 20, 2025, to hold a public hearing on the base assessments for the Young Ditch Maintenance fund established in 1984; and,

**WHEREAS**, that the hearing was for the review and re-evaluation of the Young Ditch which is provided under section 6137.112 of the Ohio Revised Code; and,

**WHEREAS**, in addition to reevaluating the Young watershed; and,

**WHEREAS**, there exists a balance as of the end of 2024 in the maintenance fund of \$6,021.78; and,

**WHEREAS**, notification of the public hearing and base assessments were given, via U.S. Mail, to all landowners involved in said watershed.

**THEREFORE BE IT RESOLVED**, that the Board of Auglaize County Commissioners, does hereby approve the re-evaluation of the assessment base from \$36,625.48 to \$118,651.56 for the Young Ditch; and,

**BE IT FURTHER RESOLVED** that the Board of Auglaize County Commissioners, does hereby authorize the changes to the watershed map and acreage; and,

**BE IT STILL FURTHER RESOLVED** that said Board certifies to Auglaize County Auditor said maintenance assessment base.

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: Engineer  
Auditor



**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN AUGLAIZE COUNTY RECORDER AND HOPDOX, LLC FOR THE PURPOSE OF E-FILING OF NON-CONVEYANCE DOCUMENTS; AND RATIFYING THE EXECUTION OF THE MOU.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County Recorder desires to offer the recording of certain non-conveyance real property documents by electronic means providing for the receiving and transmitting of documents electronically in substitution for conventional paper documents and to assure that transactions are not legally invalid or unenforceable as a result of the use of available be electronic technologies, to the mutual benefit of the parties of the transactions; and,

**WHEREAS**, the Auglaize County Recorder has submitted a Memorandum of Understanding with Hopdox, LLC ("Company") with principal office located at 497 Quail Hollow Lane, Alpine, UT 84004.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the MOU for the Auglaize County Recorder and Hopdox, LLC; and,

**BE IT FURTHER RESOLVED** that the Board ratifies the execution of said memorandum of understanding.

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

Adopted this 20th day  
of March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer , yes  
David Bambauer

John N. Bergman , yes  
John N. Bergman

Douglas A. Spencer , Yes  
Douglas A. Spencer

cc: Recorder  
Hopdox, LLC

**IN THE MATTER OF APPROVING THE TESTING/SPECIAL SERVICES AGREEMENT WITH THE OHIO STATE UNIVERSITY ON BEHALF OF ITS OSU EXTENSION AUGLAIZE COUNTY IN THE COLLEGE OF FOOD, AGRICULTURAL AND ENVIRONMENTAL SCIENCES (CFAES) FOR THE 2025 EDUCATIONAL GARDEN IN AUGLAIZE COUNTY; RATIFYING THE EXECUTION OF SAME.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2025.

Commissioner           Spencer           moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Jacob Winters, OSU Extension Project Director, submitted an agreement for Testing/Special Services with The Ohio State University, on behalf of its OSU Extension Office (“Ohio State”) with Auglaize County Commissioners (“County”) for the 2025 Educational Garden located at the intersection of Perry, and Pearl Street in Wapakoneta, Ohio. The land for which use is being requested are the three lots identified in the county auditor’s record as parcels B0700111100, B0700110900, and B0700111000. The County will remain the landowners of this project. Ohio State will oversee the management of the planted garden plots and education of the volunteers. Ohio State will be responsible for securing any volunteers it deems appropriate for the completion of the project; and,

**WHEREAS**, the costs for this project are to be covered by Ohio State by a combination of endowment funds, SNAP-Ed Grants, and the General Ag fund. Project cost will not exceed the total budgeted amount of \$3,000.00; and,

**WHEREAS**, the Board was asked to approve said agreement as presented.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve said agreement with “Ohio State” for the 2025 Educational Garden as mentioned above for the County OSU Extension Office; and,

**BE IT FURTHER RESOLVED** that the Board ratifies the execution of said agreement.

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

          David Bambauer          ,           yes            
David Bambauer

          John N. Bergman          ,           yes            
John N. Bergman

          Douglas A. Spencer          ,           ye            
Douglas A. Spencer

cc: ~~County Auditor~~  
      OSU Extension Office

## AGREEMENT FOR TESTING/SPECIAL SERVICES

This Agreement for Testing/Special Services ("Agreement"), is made effective this 19th day of March, 2025 ("Effective Date"), by and between The Ohio State University, on behalf of its OSU Extension Auglaize County in the College of Food, Agricultural and Environmental Sciences (CFAES), located at 208 South Blackhoof Street, Wapakoneta, Ohio 45895 (hereinafter called "Ohio State"), and Auglaize County Commissioners, whose address is 209 S Blackhoof Street #201, Wapakoneta, Ohio 45895. (hereinafter called the "County").

WHEREAS, Ohio State has valuable experience, skill, and ability to perform the services described in Exhibit 1 (the "Project"), which is incorporated and made part of this Agreement,

WHEREAS, the performance of the Project is of mutual interest to County and Ohio State, and is consistent with the objectives of Ohio State and with its status as a public educational institution, and

WHEREAS, Ohio State will use reasonable efforts to perform the Project.

NOW THEREFORE, the parties mutually agree as follows:

### 1. SCOPE OF WORK

Ohio State will undertake the Project, as more fully described in Exhibit 1. Exhibit 1 shall set forth all deliverables required pursuant to this Project. It is agreed that Exhibit 1 will govern the direction of the Project until amended by authorized representatives of the County and Ohio State. The Project shall be under the direction of Jacob Winters, as Ohio State's project director. In the event of the departure, disability, or death of the project director, Ohio State shall have the right to appoint a new project director acceptable to the County. County's acceptance of the new project director shall not be unreasonably withheld.

### 2. TERM AND TERMINATION

#### 2.1 TERM

The Project covered by this Agreement shall start on the Effective Date and end on December 1, 2025.

#### 2.2 TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. If terminated by County, Ohio State is entitled to full payment for all reasonable and non-cancelable costs or commitments incurred as of the effective date of the termination. Non-cancelable commitments

include stipends to cover graduate student appointments for the balance of an academic year. In no event shall such cost exceed the project budget of \$3,000.

**3. FIXED-PRICE AGREEMENT**

Company will pay Ohio State \$0 as detailed in Exhibit 1.

**4. LIMITATION OF LIABILITY; NO WARRANTIES**

Ohio State shall not be liable to County for any damage arising from any event that is out of the control of Ohio State or is not caused by Ohio State. . OTHER THAN AS EXPLICITLY SET FORTH HEREIN, OHIO STATE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**5. NEGLIGENCE ACTS OR OMISSIONS**

Each Party to this Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction

**6. RESPONSIBILITY FOR COUNTY-FURNISHED PROPERTY AND MATERIAL**

Ohio State shall be responsible for the loss, destruction or damage, beyond normal wear and tear, to any property furnished by County that directly results from and is caused by the sole negligence of Ohio State or its agents, representatives or employees. County may, as part of work performed under the Project, provide Ohio State with proprietary and/or experimental material for testing (the "Material" or "Materials"). Any such Material transferred by County to Ohio State shall be specified in Exhibit 1. Before transferring any Material, County agrees to notify Ohio State of any known hazardous and/or special properties of such Material. County represents and warrants, to the best of its knowledge, that use of the Material for testing and/or special services conducted pursuant to this Agreement will not infringe any third-party patent, copyright, trademark or any other proprietary rights.

**7. USE OF NAME AND TRADEMARKS**

Neither Party shall use, directly or by implication, the name, trademarks or logos of the other Party or the name of any member of the staffs thereof in any publicity or advertising without prior written approval, which at Ohio State shall be provided by the Office of Trademark and Licensing Services.

**8. CONFIDENTIAL DISCLOSURE**

When requested by County, Ohio State shall use reasonable efforts to maintain the confidentiality of proprietary information supplied and identified in writing by County as being confidential (collectively the "Confidential Information") and will not disclose such Confidential Information to others. This obligation of confidence upon Ohio State shall not apply to information that is known to Ohio State prior to its receipt from the County, which is or becomes available to the public, which is received from a third party

not deriving the information from County, or which is independently developed by Ohio State. County agrees that Ohio State's obligation of confidence does not prevent the Ohio State from disclosing any Confidential Information that it is legally compelled to disclose under applicable law (e.g., Ohio Public Records Laws), subpoena, other legal process, or requests pursuant to investigation by a government agency.

All obligations of Ohio State with respect to the use and disclosure of Confidential Information hereunder shall terminate three (3) years from the date of Ohio State's receipt of the Confidential Information from County under the Agreement.

## **9. EXPORT CONTROLS**

County shall not disclose or provide to Ohio State or any employee or agent of Ohio State any items, materials, software, technology, or information subject to the licensing provisions of International Traffic In Arms Regulations (ITAR) under 22 CFR §§ 120-130, and Export Administration Regulations (EAR) under 15 CFR §§ 730-774, without limitation, without the prior written notice to and advance approval by the Ohio State Export Control Officer, unless those items are classifiable as EAR99. County agrees to provide Ohio State with the U.S. Munitions List ("USML") designation or Export Control Classification Number ("ECCN") of any items, materials, software, technology, or information provided by County to Ohio State. County agrees to assist Ohio State in making any export control determinations Ohio State deems necessary.

## **10. FORCE MAJEURE**

If Ohio State is unable to carry out any of the testing and services to be conducted under this Agreement or a SOW, either in whole or in part by a Force Majeure, and if Ohio State gives timely notice to the County thereof, then Ohio State's obligation to conduct the testing and services shall be suspended for a reasonable period of time, or to the extent made necessary by such Force Majeure. A "Force Majeure" as used herein shall mean any cause beyond the control of Ohio State, including but not limited to, acts of God; acts of public enemy; insurrections; riots; explosions; acts of nature; epidemics; pandemics, including conditions caused by COVID-19; floods; fires; interruption to transportation and commerce; breakdown of or damage to plants, equipment, pipelines or facilities; federal, state or municipal interference; quarantine or lockdown; governmental regulation, campus closures or legislation; acts of civil or military authority; embargoes; border closures; or travel restrictions that directly and materially impair Ohio State's performance of this Agreement or a SOW.

## **11. NOTICES**

Any notices required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail, e-mail or facsimile transmission addressed to the parties as follows:

For County:

Erica Preston, Auglaize County Administrator  
209 S. Blackhoff St., Room 201  
Wapakoneta, OH 45095  
419-739-6710 epreston@auglaizecounty.org

For Ohio State:

Jacob Winters, Auglaize County Extension Educator  
OSUE Agriculture and Natural Resources  
208 South Blackhoof Street  
Wapakoneta, OH 45895  
(419) 910 - 6060 Winters.215@osu.edu

## **12. ASSIGNMENT**

Neither this Agreement nor any rights or obligations under this Agreement shall be assigned or otherwise transferred by County or Ohio State without the prior written consent of the other party.

## **13. INDEPENDENT CONTRACTOR**

The relationship of Ohio State to County, under this Agreement, is that of an independent contractor and nothing herein shall be construed as creating any other relationship.

## **14. APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Ohio.


## **15. COUNTERPARTS**

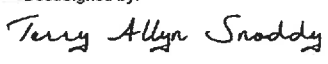
This Agreement may be executed in a number of counterparts and all of which together constitute one and the same agreement between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

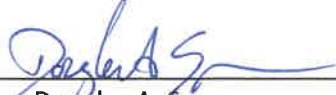
**AGREED AND ACCEPTED**

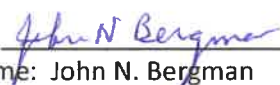
**County**

**The Ohio State University**

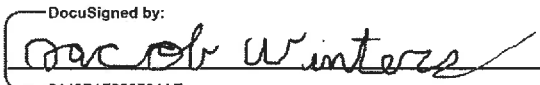
Signed By:   
Printed Name: David Bambauer  
Title: Commissioner  
Date: 3/20/25

DocuSigned by:  
  
Printed Name: Terry Snoddy  
Title: Senior Fiscal Officer, CFAES  
Date: 03/18/2025

Signed By:   
Printed Name: Douglas A. Spencer  
Title: Commissioner  
Date: 3/20/25

Signed By:   
Printed Name: John N. Bergman  
Title: Commissioner  
Date: 3/20/25

**I have read this Agreement and understand my obligations hereunder:**

By:   
3148B1F922794AE...  
Jacob Winters, Project Director



## **EXHIBIT 1**

### **SCOPE OF WORK**

The project, which Ohio State will be undertaking, will be the 2025 Educational Garden located at the intersection of Perry, and Pearl Street in Wapakoneta Ohio. The land for which use is being requested are the three lots identified in the county auditor's record as parcels B0700111100, B0700110900, and B0700111000 at the intersection of Perry, and Pearl Street in Wapakoneta Ohio.

The County will remain the landowners of this project. Ohio State will oversee the management of the planted garden plots and education of the volunteers. Ohio State will be responsible for securing any volunteers it deems appropriate for the completion of the project.

#### **Cost of Services.**

Costs for this project are to be covered by Ohio State by a combination of endowment funds, SNAP-Ed Grants, and the General Ag fund. Employees in charge of budgeting for the project are Jacob Winters, Agriculture & Natural Resources Educator and Sarah Goins, SNAP-Ed Program Assistant. Project cost will not exceed the total budgeted amount out \$3000.

#### **Responsibilities of Ohio State**

Ohio State University Extension will:

- 1.) Provide education to all volunteers on how to successfully grow produce and teach programs on using fresh foods harvested at home with the goal of aiding local families with food insecurity. All program resources used in the education will be from Ohio State accredited materials and be repeatable to be taught to the public upon request, at the garden location or in a classroom setting.
- 2.) All produce created from the garden will be weighed and recorded by Ohio State. These numbers will be shared with all parties at the end of the project to show the impact of this educational garden on the community food need in Auglaize County.
- 3.) A plan of work for all garden operation will be created by Ohio State. 6 rectangular garden lots will be managed to produce: head lettuce, peppers, sweet corn, green beans, dry beans, potatoes and zucchini, as well as one circular pollinator plot in the center of the garden to attract insects needed to pollinate crops. Ohio State will clearly mark the corners of these plots and oversee the care of all plants inside. Changes to the plan as shown in greater detail in the accompanying documents will need to be discussed and agreed upon by all parties involved in the project.
- 4.) Ohio State will make public announcements of all programs and accomplishments of this project. In these public statements the fact that this is only a 1-year location will be clearly stated. All partners will be represented in the branding of this garden in all flyers, signs, and post pertaining to the project.

#### **Responsibilities of The County**

The County will:

- 1.) Provide the lots northwest of the intersection of Pearl Street and Perry Street for the time stated above to be used for the education of the community and the production of food.
- 2.) The County will Reseed and continue to care for the grass section of the lot with regular mowing. All pathways will have a minimum of width of 6 feet to accommodate The County's current riding mower decks.
- 3.) Any use of Pesticide, Fungicide, or Herbicide set to be used on or immediately adjacent this 160 square foot garden needs to be cleared with Ohio State to ensure the project is remaining compliant with Ohio rules for human food production.

**IN THE MATTER OF APPROVING THE AGREEMENT NO. 42192 FROM DLZ OHIO, INC WITH  
AUGLAIZE COUNTY FOR THE VAR-AUG-BRIDGE LOAD RATINGS PROJECT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20<sup>th</sup> day of March, 2025.

Commissioner           Spencer           moved adoption of the following:

**RESOLUTION**

**WHEREAS**, on March 23, 2025 in Resolution #25-151, the Board of County Commissioners signed the LPA Agreement with ODOT for the Bridge and Culvert Load Rating Project for Auglaize County as recommended by the County Engineer; and,

**WHEREAS**, an agreement 42192 between Auglaize County and DLZ Ohio, Inc. has been presented to the Board for execution in the maximum amount of \$60,501.00 for the consultant to perform all engineering and adjunct services for the VAR-AUG-Bridge Load Rating Project.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners does hereby approve the agreement between Auglaize County and DLZ Ohio, Inc as presented; and,

**BE IT FURTHER RESOLVED** that the Board ratifies the execution by said Board of the agreement.

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

Adopted this  
20th day of  
March, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

          David Bambauer, yes            
David Bambauer

          John N. Bergman, yes            
John N. Bergman

          Douglas A. Spencer, yes            
Douglas A. Spencer

cc:           County Engineer            
          County Bridge Engineer

Auglaize County

AGREEMENT NO. 42192

This Agreement No. 42192 entered into this 20<sup>th</sup> day of March, 2025 by and between Auglaize County, acting by and through the Board of County Commissioners, hereinafter referred to as the County, and DLZ Ohio, Inc., hereinafter referred to as the Consultant, with an office located at 6121 Huntley Road, Columbus, OH 43229.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all engineering and adjunct services as may be authorized by the County in subsequent written authorization or authorizations to proceed for load rating of the bridge or bridges specified in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in Auglaize County, Ohio, identified as VAR-AUG-Bridge Load Ratings.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The County and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement no more than on a quarterly basis [every three (3) months]:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Part 1: Load Ratings.

Unit of Work Compensation for each bridge as established on Attachment A. However, the maximum prime compensation shall not exceed Sixty Thousand, Five Hundred One Dollars (\$60,501.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

#### CLAUSE IV – CONFLICT OF INTEREST AND ETHICS

The Parties affirm that they have read, understand and agree to comply with the Conflict of Interest and Ethics laws including 23 CFR §1.33, 23 CFR 636.116, and Ohio Revised Code sections 102.03, 2921.42, and 2921.43.

#### CLAUSE V - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services with Attachment A and CEAO Bridge load Rating Task Performance Request Check Sheet dated \*\*\*.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://obm.ohio.gov/areas-of-interest/agency-overview/obm-travel-rule>).

#### CLAUSE VI - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Board of County Commissioners.

It is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

Any party may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party 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.

DLZ Ohio, Inc.

By: David \_\_\_\_\_

Title: Senior Vice President

BOARD OF COUNTY COMMISSIONERS

David Bambara  
Commissioner

John N Bergman  
Commissioner

Debra A Gunc  
Commissioner

APPROVED AS TO FORM:

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

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

## Scope of Services

11/19/2024

# **SCOPE OF SERVICES NBI BRIDGE LOAD RATING**

## TASKS

1. Bridge Load Rating
2. Field measurements for load rating (no plan information available)
3. Load Rating and Analysis for Steel Truss or Through Girder bridges.
4. Analysis of Gusset Plates

Services shall be conducted in accordance with;

- ODOT Bridge Design Manual (BDM), Section 900
- The Manual for Bridge Evaluation, First Edition 2008, AASHTO Publication
- Attachment A

## **SCOPE OF SERVICES**

### **TASK 1** - Bridge Load Rating

1. Review the existing bridge inventory records of designated bridge (as provided by the county engineer) and prepare load rating.
2. Make a visual field inspection of each structure with Superstructure GA < 6 to determine the general condition and deterioration of each super structure. Field measurements shall be made and documented in the bridge load rating file. Spot field measurements shall be made to verify plan dimensions, if plans are provided. Plans shall be provided by the county engineer if applicable.
3. The Bridge carrying vehicular traffic shall be rated to determine its safe load carrying capacity. The analysis shall be performed for Inventory, Operating, all Ohio Legal Loads and AASHTO Vehicles.
4. The load rating report shall include one (1) printed copy and one electronic copy of the Load Rating Report in .xml format AASHTO BrR 7.4.1 or newer.
5. Rating files SHALL be Bridge System, Line evaluations will NOT be accepted

### **TASK 2** - Field measurements for load rating (no plan information available)

1. Should no plans exist or additional information is required each main member shall be field measured for load rating. The condition member should be noted on the field documentation. All measurements shall be included in the load rating report.

### **TASK 3** - Load Rating and Analysis for Steel Truss or Through Girder bridges

1. Review existing bridge plans (design plans and/or drawings developed during bridge inspection services): review inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections.
2. The Bridge carrying vehicular traffic shall be rated to determine its safe load carrying capacity. The analysis shall be performed for Inventory, Operating, all Ohio Legal Loads and AASHTO Vehicles.
3. The load rating report shall include one (1) printed copy and one electronic copy of the Load Rating Report in .xml format AASHTO BrR 7.4.1.
4. The Load Rating Reports shall be prepared and signed by a registered or non-registered engineer and checked, signed, sealed and dated by an Ohio Registered Professional Engineer.
5. All calculations related to the load rating should be a part of the load rating report.

#### **TASK 4** – Analysis of Gusset Plates

1. Perform gusset plate analysis according to FHWA Publication FHWA-IF-09-014 to determine its capacity including the welded, bolted or riveted connections. This document is available on ODOT Office of Structural Engineering web site. The gusset plate/connection capacity will be compared to the gusset plate/connection strength requirements for the maximum DL+LL+I forces created by the critical truck. If the gusset plate controls the bridge rating, the report will indicate as such and give the recommended rating for the critical truck. If the gusset plate and connections exhibit sufficient or excess capacity the analysis will reflect the amount of excess capacity. The analysis will reflect the existing condition of the gusset plates and connections. The county engineer may require an ultrasound test (UT) be performed on gusset plates to determine the amount of section loss on the members.
2. If the gusset plate analysis is required to be performed by the consultant and the bridge load rating has been performed already by the county or a previous consultant, the county shall provide the load rating information including the analysis to the consultant performing the gusset plate analysis. If the load rating of the bridge has not been performed previously, the county shall authorize the consultant to load rate the bridge (see TASK 4 of this document) as well as perform the gusset plate analysis.

#### **PERIOD OF SERVICE**

All Task approved per bridge will be completed within 6 months, after receipt of the written notice to proceed.