

IN THE MATTER OF ANNEXING THE PROPERTY OF ANDREW & JENNIFER RENGERS TO THE AUGLAIZE COUNTY/LAKE LORAMIE SEWER DISTRICT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 31st day of March, 2022.

Commissioner Spencer moved the adoption of the following:
RESOLUTION

WHEREAS, in 1991, the Board of Auglaize County Commissioners, in conjunction with the Board of Shelby County Commissioners, created the Auglaize County/Lake Loramie Sewer District to accommodate wastewater from certain areas in the southern part of Auglaize County; and,

WHEREAS, County Engineer Andrew Baumer informed the Board that Andrew & Jennifer Rengers has been in contact with Engineer Baumer, requesting that the Board petition the Shelby County Board of Commissioners to permit the wastewater of their property into the Auglaize County/Fort Loramie Sewer District; and,

WHEREAS, the legal description of said property Andrew & Jennifer Rengers is as follows:

Part of parcel #E14-036-005-04 of land with prior deeds referenced in O.R. 700, Pages 4341, 4345 & 4349, located in the SE ¼ of Section 36, T7S, R4E, Jackson Township, Auglaize County, Ohio, more particularly described as follows:

- Commencing at an existing Monument Box at the Southwest Corner of the SE ¼ of Section 36; thence N01°-06'-12" E on the West line of the SE ¼ of Section 36 (centerline of State Route 363), 1077.00' to a Mag Nail set at the POINT OF BEGINNING; thence the following courses:
- 1. Continue N 01°-06'-12" E on the West line of the SE ¼ of Section 36 (centerline of State Route 363), 170.00' to a set Mag Nail;
- 2. S 89°-30'-20" E, 296.28' to a set #5 Rebar, passing a set #5 Rebar at 40.00';
- 3. S 01°-06'12" W, 170.00' to a set #5 Rebar;
- 4. N 89°-30'-20" W, 296.28' to the POINT OF BEGINNING, passing a set #5 Rebar 256.28'.

The above-described parcel of land contains 1.156 acres of land, more or less, of which 0.156 acres are occupied by road right-of-way. This parcel is subject to all legal highways and easements of record.

The bearings for this survey are based on the Ohio State Plane North Coordinate System. This legal description and the accompanying plat represent an actual boundary survey conducted under the direction supervision of Brad J. Core, P.S. #8004 on May 20, 2020. All markers called for above are in place.

Parent parcel #E14-036-005-04
Split Parcel #

WHEREAS, the Board of County Commissioners of Shelby County has provided a letter of intent stating that all costs associated with construction, operation, maintenance, and future capital expenditures for improvement or replacement of a sewer collection system to benefit the above referenced property will be borne by the property owner and/or the Shelby County Sewer District.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, pursuant to the request of Andrew & Jennifer Rengers, does hereby annex the above described land to the Auglaize County/Lake Loramie Sewer District.

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

Adopted this
31st day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

- cc: ✓ County Sanitary Engineer
- ✓ Shelby County Commissioners
- ✓ Andrew & Jennifer Rengers
- ✓ Tyler Shuster, Director of Shelby County Sewer District
- ✓ Village of Minster

IN THE MATTER OF APPROVING THE KNOW YOUR NUMBER WORKSITE WELLNESS PROGRAM AGREEMENT BETWEEN JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL (JTDMH) AND AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 31st day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Joint Township District Memorial Hospital (JTDMH) provides a health promotion program designed for the workplace called Know Your Number and Auglaize County would like to retain JTDMH to provide the services described herein (the “Know Your Number Services”) to its employees and spouses; and,

WHEREAS, the initial term of the Agreement shall be for 12 months beginning on the April 1, 2022 (the “Effective Date”). The initial contract rate is guaranteed for one year; and,

WHEREAS, Auglaize County shall pay JTDMH the following fees for the Know Your Number Services:

- \$60 (Premium – Know Your Numbers) per registered participant per Screening performed by JTDMH.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the Know Your Numbers Worksite Wellness Program Agreement as mentioned above; and,

BE IT FURTHER RESOLVED that the Board authorizes the President of the Board to execute said agreement.

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

Adopted this
31st day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

ec: JTDMH



WELLWORKS FOR YOU
WORKSITE WELLNESS PROGRAM AGREEMENT
BETWEEN
Joint Township District Memorial Hospital AND Auglaize County

This agreement (the "Agreement") is made and entered into as of April 01, 2022 (the "Effective Date"), by and between Joint Township District Memorial Hospital ("JTDMMH"), and the company noted above ("Company").

The parties agree as follows:

1. Introduction

JTDMMH provides a *Wellness Education* program designed for the workplace called *Wellworks For You*. The Company would like to retain JTDMMH to provide the services described herein (the "*Wellworks For You Services*") to its employees (*and spouses, optional*). JTDMMH is willing to provide the *Wellworks For You Services* on the terms and conditions of this Agreement.

2. *Wellworks For You Services*

- A. Consultation and assistance to the Company in the design and implementation of a workplace wellness program, to include the following benchmarks, as designed by the Wellness Council of America:
- 1) Capturing senior level support
 - 2) Creating a wellness team and/or leader
 - 3) Collecting data to drive a results-oriented wellness initiative
 - 4) Crafting an annual operating plan
 - 5) Creating a supportive health promoting environment
 - 6) Choosing appropriate interventions
 - 7) Carefully evaluating program outcomes
- B. Performance of annual on-site health screenings, which will include the provision of Health Risk Assessments ("HRAs"), biometrics and/or lab screening tests (a "Screening" or collectively, "Screenings"), as described in the attached Addendum A. Each participant will receive an individualized report of the participant's Screening results through the web portal, which the participant may print or save as a pdf file. The Company will receive summary reports that compile the results from all Screenings (minimum of 30 participants required to produce these



- summary reports). These summary reports will include aggregate data only and will not disclose any individual employee health risks. The findings will be presented to the Company, along with recommendations for *Wellness Education* activities and interventions appropriate for your workplace and employee population.
- C. Regular on-site visits from a *Wellness Education* Coordinator to provide continuing support to the Company's wellness leader and/or team in the development of interventions, wellness challenges, incentives, workplace policies, etc. The *Wellness Education* Coordinator will also assist in the development of tools to collect data on employee interests, participation, satisfaction and outcome of the Company's wellness initiatives and activities.

3. **Responsibilities of Company Client:**

- A. The Company shall provide adequate space and facilities as may be required for the planning and implementation of program development meetings, group education sessions, Screenings and individual consultations.
- B. The Company will work with JTDMMH to schedule an appropriate date and time for the Screenings. The Company shall, no later than fourteen (14) days prior to the scheduled Screenings, provide JTDMMH with a written estimate of the number of individuals expected to participate to assure proper staffing levels. A minimum of 10 participants is required in order to provide an on-site screening. Cancellations of on-site screenings must be received a minimum of 10 days in advance to avoid a cancellation fee.
- C. The Company shall pay for the *Wellworks For You Services*, as set forth in Section 4 below.
- D. The Company shall cooperate fully with JTDMMH in implementing and fulfilling its obligations under this Agreement, including but not limited to, notifying employees of the *Wellworks For You Services* offered by JTDMMH and providing necessary internal and external publications and communications appropriate for the promotion of the *Wellworks For You Services*. JTDMMH will provide sample materials, posters and flyers to assist in these efforts. The Company shall seek and obtain written approval from JTDMMH before distributing any written communication materials that identify JTDMMH by name, logo or other mark.
- E. The Company shall provide JTDMMH with a secure electronic eligibility file if requested of all covered employees (and spouses, if applicable), along with such information as is necessary to enable JTDMMH to verify the identity of employees (and spouses, if applicable) eligible to receive the *Wellworks For You Services*.
- F. It is the sole responsibility of the Company to ensure that its wellness program is in compliance with applicable federal, state and local laws and regulations including, but not limited to, ERISA, HIPAA, ADA, GINA, and the IRC.
- G. The Company shall have sole responsibility for deciding any claims and appeals that arise under its wellness program. JTDMMH does not and will not process, decide or otherwise take action with respect to any claims or appeals arising from the Company's wellness program.



H. The Company acknowledges that JTDMMH is not obligated to and shall not (i) serve in the capacity of a fiduciary under ERISA; or (ii) exercise any discretionary authority with respect to the design, implementation or administration of the Company's wellness program.

4. **Service Fees:**

The Company shall pay JTDMMH the following fees for the *Wellworks For You Services*:

- ___ x ___ \$60 (Premium - Wellworks For You) per registered participant per Screening performed by JTDMMH

Payment shall be due within thirty (30) days of the date of the invoice.

The initial contract rate is guaranteed for one year. JTDMMH will give the Company at least fort five (45) days advance notice of any change in rates thereafter, which will be mutually agreed upon in writing by both parties.

5. **Miscellaneous:**

- A. Each party shall be solely responsible for its own acts and omissions and those of its directors, officers, employees, and agents in performance of services pursuant to this Agreement.
- B. No assignment of the Agreement or delegation of any duty or obligation of performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party. Notwithstanding the foregoing, JTDMMH may engage subcontractors to perform certain of the *Wellworks For You Services* but, absent Company's written consent otherwise, shall remain responsible for such services under the Agreement.
- C. The Agreement may only be amended by a writing executed by both parties.
- D. The initial term of the Agreement shall be for 12 months beginning on the Effective Date. Thereafter, the Agreement shall automatically renew on the one-year anniversary of the Effective Date, and each one-year anniversary thereafter unless either party notifies the other in writing of its intent not to renew at least 30 days prior to the end of the term then in progress, in which case the Agreement shall terminate at the end of the term then in progress.
- E. Either party may terminate the Agreement for any reason by providing 90 days prior written notice to the other party.
- F. The Agreement (including all attachments hereto) contains the entire agreement of the parties and there are no other promises or conditions applicable hereto with respect to its subject matter whether oral or written. The Agreement supersedes any prior written or oral agreements or understanding between the parties with respect to the subject matter hereof. JTDMMH's only



obligations in connection with this Agreement shall be as expressly set forth herein and JTDMH makes no other representations or warranties, express or implied.

- G. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- H. To the extent not preempted by federal law, the laws of the State of Ohio shall govern the construction and administration of the Agreement.
- I. Any legal action arising out of or related to the Agreement shall be brought exclusively in the Auglaize County Court of Common Pleas or the federal district court with territorial jurisdiction of Auglaize County, Ohio.
- J. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- K. The Agreement is not intended to create, nor shall it be deemed or construed to create, an exclusive relationship between the parties. Further, the relationship between the parties shall be that of independent contractors.
- L. Neither party shall be liable for failure to perform any duty or obligation that such party may have under the Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of such party that renders performance impossible or impracticable, including but not limited to, acts of God, terrorist acts, fire, strike, inevitable accident, war, or any other like event (collectively, "Force Majeure Event"), but only to the extent prevented by the Force Majeure Event.
- M. JTDMH and its subcontractor(s), if any, and their respective officers, directors, employees, agents or affiliates shall not be liable to the Company for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise.
- N. All notices required or provided pursuant to the Agreement (including, but not limited to invoices), shall be sent by first-class U.S. mail, email, fax, or national courier service to the following individuals and addresses for the respective parties:



If to JTDMMH, addressed to: Wellness Education Coordinator, 200 St. Clair Avenue, St. Marys, Ohio, 45885.

If to Company, addressed to: Auglaize County, 209 S. Blackhoof Street, Room 201 Wapakoneta, OH 45895

JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL

Approved by: Jenna Fonseca on 3 / 24 / 2022
Jenna Fonseca, RN

Auglaize County

Approved by: David Bambara on 3 / 31 / ~~24~~ / 2022
Signature
David Bambara
Printed name
President
Title



ADDENDUM A

<u>Service</u>	<u>Additional Fee</u>
Standard Screening: Health Risk Assessment, Lipid with Glucose, Biometrics	No additional fee; included with \$60.00 Wellworks For You fee
Aggregate Report	\$250.00
Derma Screenings	\$54.00/hour/station
Hemoglobin A1C	\$26.00/person (optional self-pay)
Thyroid Panel	\$50.00/person (optional self-pay)
C Reactive Protein	\$24.00/person (optional self-pay)
PSA (for men over 40)	\$45.00/person (optional self-pay)
Hepatitis C Virus Antibody	\$50.00/person (optional self-pay)
Vitamin D	\$40.00/person (optional self-pay)

WELLNESS EDUCATION COORDINATOR & CONTACT INFORMATION

Jenna Fonseca, RN

Joint Township District Memorial Hospital Affiliate of the Grand Lake Health System 419 394-3335 Ext 1422

jfonseca@jtdmh.org

IN THE MATTER OF ANNEXING THE PROPERTY OF JOSEPH A. LYNCH TO THE AUGLAIZE COUNTY/LAKE LORAMIE SEWER DISTRICT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 31st day of March, 2022.

Commissioner Spencer moved the adoption of the following:
RESOLUTION

WHEREAS, in 1991, the Board of Auglaize County Commissioners, in conjunction with the Board of Shelby County Commissioners, created the Auglaize County/Lake Loramie Sewer District to accommodate wastewater from certain areas in the southern part of Auglaize County; and,

WHEREAS, County Engineer Andrew Baumer informed the Board that Joseph A. Lynch has been in contact with Engineer Baumer, requesting that the Board petition the Shelby County Board of Commissioners to permit the wastewater of their property into the Auglaize County/Fort Loramie Sewer District; and,

WHEREAS, the legal description of said property Joseph A. Lynch is as follows:

Part of parcel #E14-036-005-04 of land with prior deeds referenced in O.R. 700, Pages 4341, 4345 & 4349, located in the SE ¼ of Section 36, T7S, R4E, Jackson Township, Auglaize County, Ohio, more particularly described as follows:

- Commencing at an existing Monument Box at the Southwest Corner of the SE ¼ of Section 36; thence N01°-06'-12" E on the West line of the SE ¼ of Section 36 (centerline of State Route 363), 907.00' to a Mag Nail set at the POINT OF BEGINNING; thence the following courses:
- 1. Continue N 01°-06'-12" E on the West line of the SE ¼ of Section 36 (centerline of State Route 363), 170.00' to a set Mag Nail;
- 2. S 89°-30'-20" E, 296.28' to a set #5 Rebar, passing a set #5 Rebar at 40.00';
- 3. S 01°-06'12" W, 170.00' to a set #5 Rebar;
- 4. N 89°-30'-20" W, 296.28' to the POINT OF BEGINNING, passing a set #5 rebar 256.28'.

The above-described parcel of land contains 1.156 acres of land, more or less, of which 0.156 acres are occupied by road right-of-way. This parcel is subject to all legal highways and easements of record.

The bearings for this survey are based on the Ohio State Plane North Coordinate System. This legal description and the accompanying plat represent an actual boundary survey conducted under the direction supervision of Brad J. Core, P.S. #8004 on May 20, 2020. All markers called for above are in place.

Parent parcel #E14-036-005-04
Parcel E14-036-005-16 (1.156 acres)

WHEREAS, the Board of County Commissioners of Shelby County has provided a letter of intent stating that all costs associated with construction, operation, maintenance, and future capital expenditures for improvement or replacement of a sewer collection system to benefit the above referenced property will be borne by the property owner and/or the Shelby County Sewer District.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, pursuant to the request of Joseph A. Lynch, does hereby annex the above described land to the Auglaize County/Lake Loramie Sewer District.

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

Adopted this
31st day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer *yes*
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer *yes*
Douglas A. Spencer

- cc: County Sanitary Engineer
- ✓ Shelby County Commissioners
- ✓ Joseph A. Lynch
- ✓ Tyler Shuster, Director of Shelby County Sewer District
- ✓ Village of Minster

IN THE MATTER OF ACCEPTING THE OHIO AIRPORT MAINTENANCE GRANT CONTRACT FOR FUNDING THROUGH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION (ODOT), AVIATION DIVISION, FY2022 AIRPORT IMPROVEMENT, REHABILITATE APRON PROJECT AT THE NEIL ARMSTRONG AIRPORT; AUTHORIZING THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE ALL DOCUMENTS RELATIVE TO THIS PROJECT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 31st of March, 2022.

Commissioner Spicer moved the adoption of the following:

RESOLUTION

WHEREAS, on April 22, 2021, in Resolution #21-166, the Board of County Commissioners authorized the application to the State of Ohio, Department of Transportation (ODOT), Aviation Division for funding, through the FY 2022 Ohio Airport Matching Grant Program, Apron Improvement, Apron Rehabilitate Project (ODOT Project Number 22-19) at the Neil Armstrong Airport; and,

WHEREAS, notification has been received from the ODOT, Aviation Division, that Auglaize County has been awarded the grant contract in the amount of 439,275.00 through the FY2022 Ohio Airport Matching Grant Program and the local match is \$23,120.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby accept the grant contract of \$439,275.00 for the Airport Improvement, Apron Rehabilitate Project at the Neil Armstrong Airport; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the President of said Board to execute any and all documents relative to this project and authorize the Clerk to encumber the fund for the local match \$23,120.00 out of the Permanent Improvement Fund (041).

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

Adopted this
31st day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spitzer
Douglas A. Spitzer

cc: Auglaize County Airport Authority
✓ ODOT – Office Aviation
✓ Bultor, Fairman & Seufert (BF&S)
✓ Airport Manager

RECEIVED

MAR 25 2022

Board of
County Commissioners

GRANT CONTRACT

under

The Fiscal Year 2022 Ohio Airport Grant Program

between the

Auglaize County Commissioners

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

22-19

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Improvement Grant Contract

ODOT Project. No. 22-19

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

Auglaize County Commissioners

agree as follows:

ARTICLE I: DEFINITIONS

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

Administrator: the Administrator of ODOT's Office of Aviation

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

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

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. 22-19

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

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

FAA: the Federal Aviation Administration.

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

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

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

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

Grant Funds: program funds.

Grantee: **The Auglaize County Commissioners**

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

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

ODOT: the Ohio Department of Transportation.

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

Project: the project funded by the Contract which is identified as ODOT Project No. 22-19

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

State: the State of Ohio.

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

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

ARTICLE II

SECTION 1: PURPOSE

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

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: Rehabilitate Apron at the Neil Armstrong Airport

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

2.2 The Project costs are as follows:

Total Project Cost: \$462,395.00

Total Local Share: \$23,120.00

Total State Share: \$439,275.00

2.3 The total cost for the project is \$462,395.00. ODOT agrees to provide Grant Funds to the Grantee up to a maximum of \$439,275.00 in State funds. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the project and associated engineering design and construction phase services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV: GENERAL PROVISIONS

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

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

- 4.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 4.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 4.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.
- 4.14 The Grantee shall not assign or subcontract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 4.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
- 4.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION
- 4.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

4.17 DRUG-FREE WORKPLACE

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

4.18 ETHICS REQUIREMENTS

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

4.19 OHIO ELECTION LAW

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

4.20 FINDINGS FOR RECOVERY

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

4.21 OFFER AND EFFECTIVE DATE

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

4.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

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

4.23. EXECUTION

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

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

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

(The remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this 6th day of April, 2022.

By: Frank Marchbanks / cfr
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 31st day of March, 2022.

By: Daniel Bamber
Title: Commissioner

Executed this _____ day of _____, 20____.

By: _____

Title: _____

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, Edward A. Pierce, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated March 31, 2022, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this April 5, 2022 day of _____, 20____.

By: EAP

Title: Prosecutor Attorney

IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH AUGLAIZE COUNTY EDUCATIONAL SERVICE CENTER FOR SUMMER TRANSPORTATION AND AUTHORIZING THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 31st day of March, 2022.

Commissioner Spencer moved the adoption of the following:
RESOLUTION

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

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

WHEREAS the parties agree as follows:

1. The Auglaize County Educational Service Center hereby agrees to provide one school van to the Auglaize County Commissioners for use by the Juvenile Court from June 1, 2022 through August 12, 2022; and,
2. The Auglaize County Commissioners agree to provide accident and liability coverage on the vehicle during the agreement term. The Auglaize County Commissioners agree to return the vehicle in the same clean and good condition as it was received; and,
3. The Auglaize County Commissioners agree that the vehicle will only be driven by authorized County employees for transporting juveniles to and from summer work sites, and,
4. The Auglaize County Board of Commissioners hereby agrees to pay the sum of \$1,000 for use of one (1) van during these summer months of 2022; and,
5. Both parties reserve the right to sever this relationship if either feels that the agreement has been breached.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve said agreement as presented by Auglaize County Educational Service Center for summer transportation as mentioned above; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the President to execute the said agreement with Auglaize County Educational Service Center.

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

Adopted this
31st day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: Auglaize County ESC
✓ Juvenile Probation



Auglaize County Educational Service Center

1045 Dearbaugh, Suite 2 Wapakoneta, OH 45895
Telephone: (419) 738-3422 Fax #: (419) 738-1267
www.auglaizeesc.org

AGREEMENT Between the Auglaize County Board of Commissioners And the Auglaize County Educational Service Center

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

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

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. The Auglaize County Educational Service Center hereby agrees to provide one school van to the Auglaize County Commissioners for use by the Juvenile Court from June 1 through August 12, 2022;
2. The Auglaize County Commissioners agree to provide accident and liability coverage on the vehicle during the agreement term. The Auglaize County Commissioners agree to return the vehicle in the same clean and good condition as it was received;
3. The Auglaize County Commissioners agree that the vehicle will only be driven by authorized County employees for transporting juveniles to and from summer work sites,
4. The Auglaize County Board of Commissioners hereby agrees to pay the sum of \$1,000 for use of one (1) van during these summer months of 2022; and
5. Both parties reserve the right to sever this relationship if either feels that the agreement has been breached.

Auglaize County Educational Service Center:

Christy J. Weeks
ACESC Treasurer

3-28-22
Date

Auglaize County Board of Commissioners:

David Bamberg
Signature of Board of County Commissioners

3/31/22
Date

County Commissioners Office
Auglaize County, Ohio
March 31, 2022

NO. #22-152

IN THE MATTER OF AUTHORIZING THE CONTINUANCE/TERMINATION OF TAX INCENTIVE AGREEMENTS WITHIN THE ACTIVE ENTERPRISE ZONES LOCATED IN THE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 31st day of March, 2022.

Commissioner Spach moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code Section 5709.68, the status of all enterprise zone activities are to be reviewed by the Tax Incentive Review Councils (TIRC) for those communities having established enterprise zones; and,

WHEREAS, Tax Incentive Review Council meetings for all active Enterprise Zones within the County have been completed by various review council members; and,

WHEREAS, minutes of each tax incentive agreement review meeting, along with a recommendation of the TIRC from each Enterprise Zone Review Council meeting has been received; same being submitted by County Auditor Janet Schuler.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby make the minutes of Tax Incentive Review Council meetings with St. Marys City and Minster Village along with the recommendations of Auglaize County TIRC for each tax incentive agreement's continuance/termination a part of this Resolution; and,

BE IT FURTHER RESOLVED that said Board of County Commissioners does hereby authorize the continuance/termination of each Tax Incentive Agreement as follows:

St. Marys City Enterprise Zone:
Grand Lake Health Facilities

Continue

Minster Village Enterprise Zone:

Dannon Continue
Nidec Continue

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

Adopted this
31st day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: Village of Minster – Don Harrod
St. Marys City – Mike Burkholder
County Auditor
Companies with tax incentive agreements

County Commissioners Office
Auglaize County, Ohio
March 31, 2022

NO. #22-153

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 31st day of March, 2022.

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>
459477	1000.00	CITY OF ST. MARY’S
459483	1500.00	CITY OF WAPAKONETA
459508	480.00	JACOB FOXHOVEN
459530	595.00	VISA
459535	248.50	COLUMBUS RADIOLOGY
459564	422.04	#1 A LIFESAVER INTERLOCK INC
459570	875.38	POGEMEYER DESIGN GROUP
459588	1053.00	DELL
459592	46722.50	HDR, INC

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

Adopted this
31st day
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: County Auditor

IN THE MATTER OF AUTHORIZING THE APPLICATION TO UPDATE THE AIRPORT MASTER PLAN (INCLUDING AGIS AND EXHIBIT A) FUNDING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR THE NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 31st of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Butler, Fairman and Seufert, Inc. informed the Board of County Commissioners that it is time to make the “APPLICATION” SF424 (FY2022 Airport Improvement Program) for funding to update the Airport Master Plan (including AGIS and Exhibit A) for the Neil Armstrong Airport; and,

WHEREAS, the Auglaize County Airport Authority Board has recommended that the Board of Auglaize County Commissioners approve and submit the Application SF424 to the Federal Aviation Administration; and,

WHEREAS, the application and supporting documentation for the proposed project for the airport, utilizing FY2022 Airport Improvement Program grant funds in the amount of \$349,732.00 have been submitted to the Board for approval and execution; and,

WHEREAS, a non-FAA match of funding in the amount of \$19,426.60 would be required for this grant and \$19,426.56 from ODOT funds and would be required if this application becomes the final application.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the application to the Federal Aviation Administration for the FY2022 Airport Improvement Grant funds in the amount of \$349,732.00 for planning purposes; and,

BE IT FURTHER RESOLVED that the Board does authorize David Bambauer, as President of said Board to execute the application.

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

Adopted this
31st day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Airport Authority
Airport Manager
BF&S
FAA

CERTIFICATION

I, as Clerk of the Board of County Commissioners, Auglaize County, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. #22-154 passed by the Board of County Commissioners of Auglaize County, Ohio, on March 31, 2022.

Esther Leffel, Clerk
Board of County Commissioners
Auglaize County, Ohio

Dated: _____

IN THE MATTER OF ANNEXING THE PROPERTY OF MELISSA OTT TO THE AUGLAIZE COUNTY/LAKE LORAMIE SEWER DISTRICT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 31st day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in 1991, the Board of Auglaize County Commissioners, in conjunction with the Board of Shelby County Commissioners, created the Auglaize County/Lake Loramie Sewer District to accommodate wastewater from certain areas in the southern part of Auglaize County; and,

WHEREAS, County Engineer Andrew Baumer informed the Board that Melissa Ott has been in contact with Engineer Baumer, requesting that the Board petition the Shelby County Board of Commissioners to permit the wastewater of their property into the Auglaize County/Fort Loramie Sewer District; and,

WHEREAS, the legal description of said property Melissa Ott is as follows:

Part of parcel #E14-036-005-04 of land with prior deeds referenced in O.R. 700, Pages 4341, 4345 & 4349, located in the SE ¼ of Section 36, T7S, R4E, Jackson Township, Auglaize County, Ohio, more particularly described as follows:

- Commencing at an existing Monument Box at the Southwest Corner of the SE ¼ of Section 36; thence N01°-06'-12" E on the West line of the SE ¼ of Section 36 (centerline of State Route 363), 1247.00' to a Mag Nail set at the POINT OF BEGINNING; thence the following courses:
1. Continue N 01°-06'-12" E on the West line of the SE ¼ of Section 36 (centerline of State Route 363), 558.00' to an existing PK Nail;
 2. S 89°-29'-03" E, 296.28' to a set #5 Rebar, passing an existing #4 Rebar at 39.57';
 3. S 01°-06'12" W, 557.89' to a set #5 Rebar;
 4. N 89°-30'-20" W, 296.28' to the POINT OF BEGINNING, passing a set #5 Rebar 256.28'.

The above-described parcel of land contains 3.795 acres of land, more or less, of which 0.514 acres are occupied by road right-or-way. This parcel is subject to all legal highways and easements of record.

The bearings for this survey are based on the Ohio State Plane North Coordinate System. This legal description and the accompanying plat represent an actual boundary survey conducted under the direction supervision of Brad J. Core, P.S. #8004 on May 20, 2020. All markers called for above are in place. Said survey is on file with the Auglaize County Tax Map Office.

Parent parcel #E14-036-005-04
Split Parcel #

WHEREAS, the Board of County Commissioners of Shelby County has provided a letter of intent stating that all costs associated with construction, operation, maintenance, and future capital expenditures for improvement or replacement of a sewer collection system to benefit the above referenced property will be borne by the property owner and/or the Shelby County Sewer District.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, pursuant to the request of Melissa Ott, does hereby annex the above described land to the Auglaize County/Lake Loramie Sewer District.

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

Adopted this
31st day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

ABSENT
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

- cc: County Sanitary Engineer
 ✓ Shelby County Commissioners
 ✓ Melissa Ott
 ✓ Tyler Shuster, Director of Shelby County Sewer District
 ✓ Village of Minster