

IN THE MATTER OF RATIFYING THE EMPLOYMENT OF RITA DAVIS AS THE ELIGIBILITY REFERRAL SPECIALIST 2 POSITION AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th of May, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Julie Gossard, Director of the Auglaize County Department of Job & Family Services, informed the Board that the position of Eligibility Referral Specialist 2 Position has been posted and interviews conducted. Rita Davis has been selected to fill the position; and,

WHEREAS, Director Julie Gossard recommended that Ms. Davis to be hired to the position of Eligibility Referral Specialist 2 position on May 22, 2023 at the pay rate per hour of \$18.18.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the employment of Rita Davis to the position so mentioned above in the Auglaize County Department of Job & Family Services; employment in accordance with the specifications as mentioned above.

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

Adopted this
11th day of
May, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT,
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

- cc: ✓ Auglaize County Department of Job & Family Services
- ✓ Auditor
- ✓ Rita Davis

IN THE MATTER OF AUTHORIZING A PARTICIPATION AGREEMENT REGARDING THE USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC) AND WEST PUBLISHING CORPORATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of May, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Julie Gossard, Director of the Auglaize County Department of Job and Family Services presented to the Board of County Commissioners a participation agreement regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2023 through May 31, 2025, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC”), an Ohio for profit corporation and the Board of County Commissioners, Auglaize County, an entity under the auspices of the political subdivision of the State of Ohio (“Participant”) and the Ohio CSEA Directors’ Association (“OCDA” or “Manager”); and,

WHEREAS, the CCAOSC wishes to continue assisting Ohio counties entities in securing competitively priced “Locate Non-Custodial Parents through public records data.

- a. To add users or services after June 1, 2023 with the understanding that they will be added at a rate of \$34.39 per user, per month for the period of June 1, 2023 to May 31, 2024, and at the rate of \$35.42 per user, per month, for the period June 1, 2024 to May 31, 2025.
- b. In addition, Participant agrees to pay a Program Administrative Expense which is currently \$80.00 per user, per year.
- c. Real time incarceration and arrest records may be added at a rate of \$106.00 per user, per month for the period June 1, 2023 to May 31, 2024, and at the rate of \$109.00 per user, per month, for the period June 1, 2024 to May 31, 2025.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the participation agreement, as presented, for effective dates and provisions as mentioned above, between Auglaize County Department of Job & Family Services and CCAO Service Corporation for so mentioned professional services; and,

BE IT FURTHER RESOLVED that the Board does here by authorizes the execution of said agreement for the Board of County Commissioners, Auglaize County, Ohio.

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

Adopted this
11th day of
May, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT,
John N. Bergman

Douglas A. Spencer, js
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: Job & Family Services Dept.

**PARTICIPATION AGREEMENT REGARDING THE
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING
CORPORATION, EXECUTED MAY, 2023**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2023 through May 31, 2025, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC “), an Ohio for profit corporation and the Board of County Commissioners, Auglaize County, an entity under the auspices of the political subdivision of the State of Ohio (“Participant”) and the Ohio CSEA Directors’ Association (“OCDA” or “Manager”).

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties that are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors’ Association (“OCDA”) in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 and the contract provided for the potential for two additional two-year extensions, and

WHEREAS, CCAOSC, OCDA, and the Participant are satisfied with the CLEAR product and wish to extend the contract services for an additional two years, and

WHEREAS, CCAOSC, OCDA and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Manager - The Ohio CSEA Directors' Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

Participant(s) - An Ohio county that is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through a contract with the local family services agency that requires usage of location services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency that does not include a child support enforcement agency, or a contracted county agency providing services to the child support enforcement agency.

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term - The period commencing June 1, 2023 and ending on May 31, 2025.

Vendor – West Publishing Corporation.

Agreement - That certain contract amendment effective June 1, 2023 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2025. The contract provides for one more additional two-year extension after May, 2025. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
3. Notify Manager if there is a desire to add users or services after June 1, 2023 with the understanding that they will be added at a rate of \$34.39 per user, per month for the period

June 1, 2023 to May 31, 2024, and at the rate of \$35.42 per user, per month, for the period June 1, 2024 to May 31, 2025.

Real time incarceration and arrest records may be added at a rate of \$106.00 per user, per month for the period June 1, 2023 to May 31, 2024, and at the rate of \$109.00 per user, per month, for the period June 1, 2024 to May 31, 2025.

Batch premium alerts may be added in volume tiers according to the chart below:

June 1, 2023 to May 31, 2024		June 1, 2024 to May 31, 2025	
Alerts	Cost Per Month	Alerts	Cost Per
Month			
100	\$48.00	100	\$50.00
300	\$80.00	300	\$84.00
500	\$126.00	500	\$132.00
1,000	\$238.00	1,000	\$250.00
1,500	\$358.00	1,500	\$376.00
3,000	\$675.00	3,000	\$709.00
5,000	\$1,092.00	5,000	\$1,147.00
10,000	\$2,117.00	10,000	\$2,223.00
25,000	\$5,127.00	25,000	\$5,383.00

4. Pay a program administrative expense to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2023 until May 31, 2025. The program administrative expense will be invoiced each year in the month of June for 2023 and 2024, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
6. Notify the Manager no later than **March 15, 2025** if it determines that it: i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in the OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio Service Corporation agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. Give Participant written notice no later than March 15, 2025 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2025.
5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercise its right to terminate the Agreement.
6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any charges attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors' Association (Manager) agrees to:

1. Be bound by the terms and conditions of the Agreement.
2. Assist in the registration and management of users under the Agreement.
3. Assist in procuring all necessary signatures for the Participation Agreement.
4. Issue billing statements on a monthly basis. The first one will be for June 1, 2023.
5. Communicate requests and feedback from the users to West Publishing Corporation.

SECTION 3. OPTIONAL PROVISIONS

REAL TIME INCARCERATION AND ARREST RECORDS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.

BATCH PREMIUM ALERTS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alerts to the Manager at the time of execution of this Agreement.

SECTION 4. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and the overall cost of all users does not change from the costs identified in this Agreement.

SECTION 5. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

2. NON-DISCRIMINATION/EQUAL OPPORTUNITY

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)

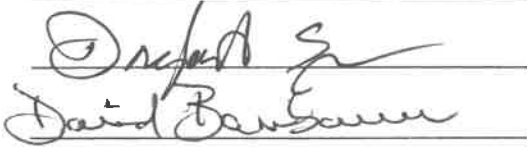
By: 

Address: 209 East State Street
Columbus, Ohio 43215

**COUNTY OF Auglaize
BOARD OF COMMISSIONERS /COUNTY EXECUTIVE/ APPROVING
AUTHORITY**


By: _____

Address: 209 S. Blackhoof Street, Room 201
Wapakoneta, Ohio 45895



Date of Adoption of Approving Board Resolution _____

PARTICIPANT AGENCY NAME: Auglaize County Dept of Job & Family Services

By: 
Director

Address: 12 N. Wood Street
Wapakoneta, Ohio 45895

If necessary, Approved as to form:

OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)

By: 
Amy Roshrenbeck, Executive Director

Address: 1103 Schrock Road, Suite 309
Columbus, Ohio 43229

IN THE MATTER OF AWARDING GRANT FUNDS THROUGH THE AUGLAIZE COUNTY DEVELOPMENT FUND (ADF).

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th day of May, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners solicited and sent out applications for the use of grant dollars to cities, villages, townships and other entities; and,

WHEREAS, the deadline to submit a completed application was September 30, 2022 and the Board of County Commissioners received numerous applications for funding; and,

WHEREAS, the Board of County Commissioners have reviewed the applications and will disburse the funds after the appropriate grant letter agreements have been executed for the grant funds.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does approve the following grants:

Cridersville Volunteer Fire Co., Inc.	\$ 50,000.00
City of St. Marys	\$300,000.00
Jackson Township	\$ 50,000.00
Logan Township	\$ 50,000.00
Pusheta Township	\$ 50,000.00

and authorizes the Clerk to process the paperwork necessary for payment of said grants upon receipt of the proper documentation and the grant letter agreements will be part of this resolution.

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

Adopted this 11th day
of May, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: County Auditor
 Clerk of the Board
 Applicants



Members:

David Bamberger

John N. Bergman

Douglas A. Spencer

Board of County Commissioners

209 S. Blackhoof St. - Room 201

Wapakoneta, Ohio 45895-1972

Phone: 419.739.6710 Fax: 419.739.6711

e-mail: commissioners@auglaizecounty.org

VIA EMAIL

April 13, 2023

Cridersville Volunteer Fire Co. Inc.
Attn: Rick Miller
100 E. Main Street.
Cridersville, OH 45806-2321
cvillefd@bright.net

Re: Auglaize Development Funds

Dear Rick:

The Board of County Commissioners ("***the Board***") is pleased to inform you that based on and in reliance upon the information and materials provided by Cridersville Volunteer Fire Co. Inc. ("***Cridersville Fire***") within your application, the Board has determined to award a portion of the Auglaize Development Funds ("***ADF***") to support your project request.

The following description of the grant: Ambulance Replacement

TOTAL AMOUNT OF GRANT: \$50,000.00 USD

PURPOSE: The grant funds must be used to assist with the community project noted above, which aligns with the purposes of the American Rescue Plan Act (ARPA), together with all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an ACT, Ohio Administrative Code ("OAC") rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Board of Auglaize County.

Auglaize County requires that Cridersville Fire review and sign this agreement ("***Agreement***") and agree to use the grant funds in compliance with this Agreement and with United States tax laws

and the laws and regulations of the State of Ohio and local jurisdiction ("*Applicable Laws*"). Specifically, by signing this letter Cridersville Fire certifies and agrees to the following:

1. The grant funds shall be used only for the Purpose described above, and for no other purpose exceeding the scope of intended project described within the formal ADF application submitted to the Board.
2. Cridersville Fire has indicated that the funds shall be expended on the following specific needs: *Ambulance Replacement*.
3. Cridersville Fire shall not use any part of this grant to make a grant to another organization.
4. Cridersville Fire understands that the grant funds will be applied on a reimbursable basis. Cridersville Fire must provide proof of expenditures on or prior to December 31st, 2023 in order to receive grant funds on a reimbursable basis.
5. Cridersville Fire is authorized to receive this grant from Auglaize County.
6. Cridersville Fire shall produce a brief report explaining and documenting how the grant funds have been expended in support of the activities described in the Purpose. This report shall be submitted to Auglaize County, no later than thirty (30) days after funds have been received by the Cridersville Fire, in a format approved by Auglaize County, and shall include with the report a signed certification by Cridersville Fire that it has complied with all terms and conditions of this Agreement.
7. Auglaize County may ask for the return of all or part of the grant funds if it determines, in its sole judgement that (a) any of the above terms and conditions of this Agreement have not been met, or (b) Auglaize County is required to do so to comply with applicable laws or regulations.
8. The undersigned is authorize to sign this Agreement on behalf of Cridersville Fire.

Your acceptance of and agreement to these terms and conditions of the Agreement is indicated by your signature below on behalf of Cridersville Fire. Please sign below and return a scanned copy of this letter to me by email at epreston@auglaizecounty.org.

Sincerely,

Erica L. Preston

Erica L. Preston
Auglaize County Administrator

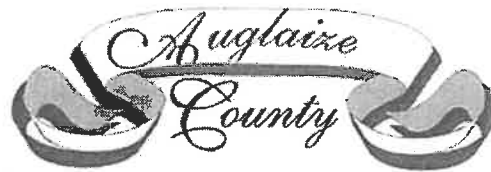
Cridersville Volunteer Fire Co. Inc.

By: *Rick Miller*

Name: *RIK MILLER*

Title: *FIRE CHIEF*

Date: *5/5/2023*



Members:

David Bambauer

John N. Bergman

Douglas A. Spencer

Board of County Commissioners

209 S. Blackhoof St. - Room 201

Wapakoneta, Ohio 45895-1972

Phone: 419-739-6710 Fax: 419-739-6711

e-mail: commissioners@auglaizecounty.org

VIA EMAIL

April 19, 2023

City of St. Marys
Attn: Michael Burkholder
101 East Spring Street
St. Marys, OH 45885
mburkholder@cityofstmarys.net

Re: Auglaize Development Funds

Dear Mike:

The Board of County Commissioners ("*the Board*") is pleased to inform you that based on and in reliance upon the information and materials provided by the City of St. Marys ("*St. Marys*") within your application, the Board has determined to award a portion of the Auglaize Development Funds ("*ADF*") to support your project request.

The following description of the grant:

Villa Nova Waterline Replacement Phase I/ All Abilities Park- rubber surface

TOTAL AMOUNT OF GRANT: \$300,000.00 USD

PURPOSE: The grant funds must be used to assist with the community project noted above, which aligns with the purposes of the American Rescue Plan Act (ARPA), together with all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an ACT, Ohio Administrative Code ("OAC") rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Board of Auglaize County.

Auglaize County requires that St. Marys review and sign this agreement ("*Agreement*") and agree to use the grant funds in compliance with this Agreement and with United States tax laws and the laws and regulations of the State of Ohio and local jurisdiction ("*Applicable Laws*"). Specifically, by signing this letter St. Marys certifies and agrees to the following:

1. The grant funds shall be used only for the Purpose described above, and for no other purpose exceeding the scope of intended project described within the formal ADF application submitted to the Board.

2. St. Marys has indicated that the funds shall be expended on the following specific needs: *Villa Nova Waterline Replacement Phase I/ All Abilities Park- rubber surface.*
3. St. Marys will secure all equipment/services or other items under this Agreement using the allowable procurement methods that would be required of the County had the County been making such expenditures directly.
4. St. Marys shall not use any part of this grant to make a grant to another organization.
5. St. Marys understands that the grant funds will be applied on a soft reimbursable basis. St. Marys must provide proof of committed expenditures on or prior to December 31st, 2023 in order to receive grant funds.
6. St. Marys must also show proof that allowable procurement methods have been complied with before grant funds will be released to St. Marys.
7. St. Marys is authorized to receive this grant from Auglaize County.
8. St. Marys shall produce a brief report explaining and documenting how the grant funds have been expended in support of the activities described in the Purpose. This report shall be submitted to Auglaize County, no later than thirty (30) days after funds have been received by St. Marys, in a format approved by Auglaize County, and shall include with the report a signed certification by St. Marys that it has complied with all terms and conditions of this Agreement.
9. Auglaize County may ask for the return of all or part of the grant funds if it determines, in its sole judgement that (a) any of the above terms and conditions of this Agreement have not been met, or (b) Auglaize County is required to do so to comply with applicable laws or regulations.
10. The undersigned is authorize to sign this Agreement on behalf of St. Marys.

Your acceptance of and agreement to these terms and conditions of the Agreement is indicated by your signature below on behalf of St. Marys. Please sign below and return a scanned copy of this letter to me by email at epreston@auglaizecountv.org.

Sincerely,

Erica L. Preston

Erica L. Preston
Auglaize County Administrator

City of St. Marys

By: 

Name: Greg Foxhoven

Title: Director of Public Services & Safety

Date: 5/3/23



Members:

*David Bambauer
John N. Bergman
Douglas A. Spencer*

*Board of County Commissioners
209 S. Blackhoof St. - Room 201
Wapakoneta, Ohio 45895-1972
Phone: 419-739-6710 Fax: 419-739-6711
e-mail: commissioners@auglaizecounty.org*

VIA EMAIL

April 14, 2023

Jackson Township
Attn: David Doenges
PO Box 94,
Minster, OH 45865
drdoenges@yahoo.com

Re: Auglaize Development Funds

Dear Township Official:

The Board of County Commissioners ("***the Board***") is pleased to inform you that based on and in reliance upon the information and materials provided by Jackson Township ("***the Township***") within your application, the Board has determined to award a portion of the Auglaize Development Funds ("***ADF***") to support your project request.

The following description of the grant: Township Garage

AMOUNT OF GRANT: \$50,000 USD

PURPOSE: The grant funds must be used to assist with the community project noted above, which aligns with the purposes of the American Rescue Plan Act (ARPA), together with all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an ACT, Ohio Administrative Code ("OAC") rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Board of Auglaize County.

Auglaize County requires that the Township review and sign this agreement ("***Agreement***") and agree to use the grant funds in compliance with this Agreement and with United States tax laws

and the laws and regulations of the State of Ohio and local jurisdiction ("*Applicable Laws*"). Specifically, by signing this letter the Township certifies and agrees to the following:

1. The grant funds shall be used only for the Purpose described above, and for no other purpose exceeding the scope of intended project described within the formal ADF application submitted to the Board.
2. The Township has indicated that the funds shall be expended on the following specific needs: *New Township Garage*.
3. The Township shall not use any part of this grant to make a grant to another organization.
4. The Township understands that the grant funds will be applied on a reimbursable basis. The Township must provide proof of expenditures on or prior to December 31st, 2023 in order to receive grant funds on a reimbursable basis.
5. The Township is authorized to receive this grant from Auglaize County.
6. The Township shall produce a brief report explaining and documenting how the grant funds have been expended in support of the activities described in the Purpose. This report shall be submitted to Auglaize County, no later than thirty (30) days after funds have been received by the Township, in a format approved by Auglaize County, and shall include with the report a signed certification by the Township that it has complied with all terms and conditions of this Agreement.
7. Auglaize County may ask for the return of all or part of the grant funds if it determines, in its sole judgement that (a) any of the above terms and conditions of this Agreement have not been met, or (b) Auglaize County is required to do so to comply with applicable laws or regulations.
8. The undersigned is authorize to sign this Agreement on behalf of the Township.

Your acceptance of and agreement to these terms and conditions of the Agreement is indicated by your signature below on behalf of the Township. Please sign below and return a scanned copy of this letter to me by email at epreston@auglaizecounty.org.

Sincerely,

Erica L. Preston

Erica L. Preston
Auglaize County Administrator

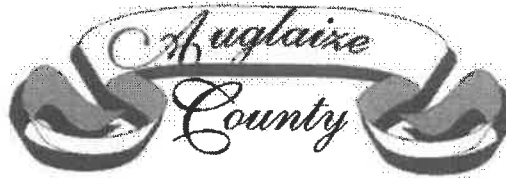
Jackson Township

By: *Kenneth A. Sommer*

Name: *Kenneth A. Sommer*

Title: *Trustee*

Date: *5/2/23*



Members:

David Bambauer

John N. Bergman

Douglas A. Spencer

Board of County Commissioners

209 S. Blackhoof St. - Room 201

Wapakoneta, Ohio 45895-1972

Phone: 419-739-6710 Fax: 419-739-6711

e-mail: commissioners@auglaizecounty.org

VIA EMAIL

April 14, 2023

Logan Township
Attn: Nikki Stolzenburg
19854 State Route 198,
Wapakoneta, OH 45895
logantownshipohio@gmail.com

Re: Auglaize Development Funds

Dear Township Official:

The Board of County Commissioners (*"the Board"*) is pleased to inform you that based on and in reliance upon the information and materials provided by Logan Township (*"the Township"*) within your application, the Board has determined to award a portion of the Auglaize Development Funds (*"ADF"*) to support your project request.

The following description of the grant: Paving Ioof & Horn Roads

AMOUNT OF GRANT: \$50,000.00 USD

PURPOSE: The grant funds must be used to assist with the community project noted above, which aligns with the purposes of the American Rescue Plan Act (ARPA), together with all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an ACT, Ohio Administrative Code (*"OAC"*) rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Board of Auglaize County.

Auglaize County requires that the Township review and sign this agreement (*"Agreement"*) and agree to use the grant funds in compliance with this Agreement and with United States tax laws

and the laws and regulations of the State of Ohio and local jurisdiction ("*Applicable Laws*"). Specifically, by signing this letter the Township certifies and agrees to the following:

1. The grant funds shall be used only for the Purpose described above, and for no other purpose exceeding the scope of intended project described within the formal ADF application submitted to the Board.
2. The Township has indicated that the funds shall be expended on the following specific needs: *Paving Loof & Horn Roads*.
3. The Township shall not use any part of this grant to make a grant to another organization.
4. The Township understands that the grant funds will be applied on a reimbursable basis. The Township must provide proof of expenditures on or prior to December 31st, 2023 in order to receive grant funds on a reimbursable basis.
5. The Township is authorized to receive this grant from Auglaize County.
6. The Township shall produce a brief report explaining and documenting how the grant funds have been expended in support of the activities described in the Purpose. This report shall be submitted to Auglaize County, no later than thirty (30) days after funds have been received by the Township, in a format approved by Auglaize County, and shall include with the report a signed certification by the Township that it has complied with all terms and conditions of this Agreement.
7. Auglaize County may ask for the return of all or part of the grant funds if it determines, in its sole judgement that (a) any of the above terms and conditions of this Agreement have not been met, or (b) Auglaize County is required to do so to comply with applicable laws or regulations.
8. The undersigned is authorize to sign this Agreement on behalf of the Township.

Your acceptance of and agreement to these terms and conditions of the Agreement is indicated by your signature below on behalf of the Township. Please sign below and return a scanned copy of this letter to me by email at epreston@auglaizecounty.org.

Sincerely,

Erica L. Preston

Erica L. Preston
Auglaize County Administrator

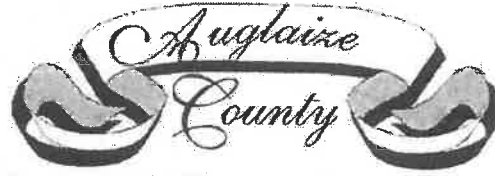
Logan Township

By: *Nicole Stokenburg*

Name: *Nicole Stokenburg*

Title: *Fiscal officer*

Date: *4.24.2023*



Members:

David Bamblauer

John N. Bergman

Douglas A. Spencer

Board of County Commissioners

209 S. Blackhoof St. - Room 201

Wapakoneta, Ohio 45895-1972

Phone: 419-739-6710 Fax: 419-739-6711

e-mail: commissioners@auglaizecounty.org

VIA EMAIL

April 14, 2023

Pusheta Township
Attn: Brian Schlosser
15930 Wapak-Fisher Road,
Wapakoneta, OH 45895
pushetatownship@gmail.com

Re: Auglaize Development Funds

Dear Township Official:

The Board of County Commissioners ("***the Board***") is pleased to inform you that based on and in reliance upon the information and materials provided by Pusheta Township ("***the Township***") within your application, the Board has determined to award a portion of the Auglaize Development Funds ("***ADF***") to support your project request.

The following description of the grant: Pusheta Road Repair

AMOUNT OF GRANT: \$50,000.00 USD

PURPOSE: The grant funds must be used to assist with the community project noted above, which aligns with the purposes of the American Rescue Plan Act (ARPA), together with all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an ACT, Ohio Administrative Code ("OAC") rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Board of Auglaize County.

Auglaize County requires that the Township review and sign this agreement ("***Agreement***") and agree to use the grant funds in compliance with this Agreement and with United States tax laws

and the laws and regulations of the State of Ohio and local jurisdiction ("*Applicable Laws*"). Specifically, by signing this letter the Township certifies and agrees to the following:

1. The grant funds shall be used only for the Purpose described above, and for no other purpose exceeding the scope of intended project described within the formal ADF application submitted to the Board.
2. The Township has indicated that the funds shall be expended on the following specific needs: *Pusheta Road Repair*.
3. The Township shall not use any part of this grant to make a grant to another organization.
4. The Township understands that the grant funds will be applied on a reimbursable basis. The Township must provide proof of expenditures on or prior to December 31st, 2023 in order to receive grant funds on a reimbursable basis.
5. The Township is authorized to receive this grant from Auglaize County.
6. The Township shall produce a brief report explaining and documenting how the grant funds have been expended in support of the activities described in the Purpose. This report shall be submitted to Auglaize County, no later than thirty (30) days after funds have been received by the Township, in a format approved by Auglaize County, and shall include with the report a signed certification by the Township that it has complied with all terms and conditions of this Agreement.
7. Auglaize County may ask for the return of all or part of the grant funds if it determines, in its sole judgement that (a) any of the above terms and conditions of this Agreement have not been met, or (b) Auglaize County is required to do so to comply with applicable laws or regulations.
8. The undersigned is authorize to sign this Agreement on behalf of the Township.

Your acceptance of and agreement to these terms and conditions of the Agreement is indicated by your signature below on behalf of the Township. Please sign below and return a scanned copy of this letter to me by email at epreston@auglaizecounty.org.

Sincerely,

Erica L. Preston

Erica L. Preston
Auglaize County Administrator

Pusheta Township

By: *Brian M Schlosser*

Name: *Brian M Schlosser*

Title: *Fiscal Officer*

Date: *May 2, 2023*

County Commissioners Office
Auglaize County, Ohio
May 11, 2023

NO. #23-241

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 11th day of May, 2023.

Commissioner *David Bambauer* 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>
470235	14478.00	FRIENDS, INC
470275	107.44	ALEXA SCHWADERER
470281	139.07	AMAZON
470293	22930.71	CTL ENGINEERING

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

Adopted this
11th day
May, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT, _____
John N. Bergman

Douglas A. Spencer, *Y*
Douglas A. Spencer

David Bambauer, *yes*
David Bambauer

cc: County Auditor

County Commissioners Office
Auglaize County, Ohio
May 11, 2023

NO. #23-242

IN THE MATTER OF APPROVING THE RE-EVALUATION OF THE ASSESSMENT BASE FOR THE MAINTENANCE FOR THE EMERSON DITCH; CHANGING THE WATERSHED MAP AND CERTIFYING THE MAINTENANCE BASE AND AUTHORIZES A 3% COLLECTION FEE TO BE COLECTED FOR THE FOLLOWING YEARS, 2024, 2025 AND 2026 TO THE COUNTY AUDITOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of May, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #23-142, the Board of Auglaize County Commissioners set this date, May 11, 2023, to hold a public hearing on the base assessments for the Emerson Ditch Maintenance fund established in 1976; and,

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

WHEREAS, in addition to reevaluating the Emerson watershed; and,

WHEREAS, there currently exists a negative balance in the maintenance fund of \$188.91; 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 \$1,727.38 to \$9,160.30 and update the watershed boundaries from the 1976 petition Emerson watershed map; and,

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

BE IT STILL FURTHER RESOLVED that beginning with the 2024 tax collection year the Board authorizes a 3% maintenance fee to be charged to the watershed for the collection years 2024, 2025 and 2026 for the Emerson Ditch Maintenance Fund; and,

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

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

Adopted this
11th day of
May, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

ABSENT,
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: Engineer, Auditor