

**IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR THE DICKMAN DITCH PROJECT;
AWARDING THE CONTRACT TO BRAUN EXCAVATING.**

The Board of Auglaize County Commissioners met in regular session on the 28th day of October, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on August 8, 2021, Resolution #21-349 the Board of County Commissioners set October 21, 2021 at 10:00 a.m. as the date to receive the re-bids for the Dickman Project; and,

WHEREAS, the following bids for labor and materials were received:
From: Braun Excavating, LLC \$91,776.50;
Liebrecht Excavating \$92,595.22;
Cy Schwieterman, Inc. \$94,625.75;
Engineer's Estimate - \$94,629.46; and,

WHEREAS, the bids were given to the County Engineer personnel for review and comparison and upon review of the bids, as received, the Drainage Technician TJ Place recommended the award be presented to Braun Excavating for the Dickman Ditch project as its bid is the best and lowest bid.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby award the bid for the construction of Dickman Ditch Project to Braun Excavating in the amount of \$91,776.50; and,

BE IT FURTHER RESOLVED that the County Engineer is hereby directed to prepare the contract and bond and, having secured the signatures of said bidder and its surety, present the same to the Board of County Commissioners for approval and execution; and,

BE IT STILL FURTHER RESOLVED that the completion date shall be completed by December 31, 2022 for the Dickman Ditch Project.

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

Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambaum
David Bambaum

John N. Bergman
John N. Bergman

cc: County Engineer
Bidders

✓✓✓

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COMMON PLEAS COURT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of October, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 5, 2021, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2021 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the 21/23 JRIG Fund (099) by \$25,000.00; and,

WHEREAS, Common Pleas Court has requested that the Board amend the 2021 Annual Appropriation to reflect the following increases:

- Increase 099.0099.530600 (Contract Services) by \$9,500.00;**
- Increase 099.0099.531000 (Reimbursement) by \$3,000.00.**

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2021 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: County Auditor
County Administrator
Common Pleas Court

IN THE MATTER OF RATIFYING THE EMPLOYMENT OF COURTNEY PATTON AS THE ELIGIBILITY REFERRAL SPECIALIST II 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 28th of October, 2021.

Commissioner Bergman 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 II position has been posted and interviews conducted. Courtney Patton has been selected to fill the position; and,

WHEREAS, Director Julie Gossard recommended that Ms. Patton to be hired to the position of Eligibility Referral Specialist II Position on November 15, 2021 at the pay rate per hour of \$17.72.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the employment of Courtney Patton 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 Barnbauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Barnbauer
David Barnbauer

John N. Bergman
John N. Bergman

cc: Auglaize County Department
of Job & Family Services
Auditor
Courtney Patton

IN THE MATTER OF APPROVING THE DATA SHARING AND CONFIDENTIALITY AGREEMENT D-2023-15-0662 WITH OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND LOCAL WORKFORCE DEVELOPMENT AREA 8; AUTHORIZING DOUGLAS A. SPENCER OF THE BOARD TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of October, 2021.

Commissioner Bergman the adoption of the following:

RESOLUTION

WHEREAS, Ron Dorsten, Director of the Area 8 Workforce Development Board (WDB) presented an agreement between the Ohio Department of Job and Family Services and the local Workforce Development Area 8. The representative include the Auglaize, Hardin, Mercer, and Van Wert Board of County Commissioners, who are the Chief Elected Officials of the Local Area, The Area 8 Workforce Development Board (LWDB), and the Auglaize County Department of Job and Family Services (CDJFS), Hardin CDJFS, Mercer CDJFS and Van Wert CDFJS (Operator), which collectively are the OhioMeansJobs Center Operator for the Local Area. The representatives will be referred to jointly as (AREA). LWDB and Operator are considered agents of the Chief Elected Officials for purposes under this Agreement. The Chief Elected Officials will be responsible for LWDB and Operator use of the ODJFS data that will be shared under this agreement; and,

WHEREAS, the purpose of this Agreement is to provide AREA with Wage Record information and Unemployment Insurance (UI) Claimant data that AREA will be authorized to use exclusively for the purposes stated below. AREA expressly understands that use of Wage Record or UI Claimant data for any other purpose will require AREA to submit a separate data request to ODJFS and, if approve, ODJFS will execute a separate data-sharing agreement with AREA for that specific purpose; and,

WHEREAS, this Agreement shall be in effect upon the approval of the Director of ODJFS and AREA, this Agreement will be in effect upon the signature of the ODJFS Director and remain in effect through September 30, 2023, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the termination date.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the Agreement and addresses the agreement for Auglaize County, Ohio; and,

BE IT FURTHER RESOLVED that the Board does authorize Douglas A. Spencer of the Board, to execute said Agreement for Auglaize County, Ohio as presented to the Board of County Commissioners; and,

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

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:
Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

- cc: ✓ Auglaize County Job and Family Services
- ✓ WIOA – Ron Dorsten
- ✓ Hardin County
- ✓ Mercer County
- ✓ Van Wert County

IN THE MATTER OF AUTHORIZING THE PURCHASE OF REPLACEMENT SECURITY CAMERAS FOR AUGLAIZE COUNTY FROM CDW-G AS REQUESTED BY INFORMATION TECHNOLOGY MANAGER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of October, 2021.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, Cameron Ruppert, County Information Technology Manager, met with the Board of County Commissioners expressing the need for the replacement of security cameras and network surveillance cameras for Auglaize County; and,

WHEREAS, Mr. Ruppert presented a quotation submitted by CDW-G to purchase the above mentioned cameras at the total cost of \$25,562.25.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the purchase, from CDW-G for the cameras as noted above at the total cost of \$25,562.25.

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

Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
Douglas A. Spencer, ya
Douglas A. Spencer
David Bambauer, yo
David Bambauer
John N. Bergman, ya
John N. Bergman

cc: IT Manager
CDW-G

IN THE MATTER OF AUTHORIZING A PAY INCREASE FOR DAVID KNOUS AS THE INTERMITTENT RECYCLE CENTER LABORER POSITION FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of October, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on February 13, 2020, in Resolution #20-082, the Board of County Commissioners authorized Mr. Knous as the Intermittent Recycle Center Laborer position for the Auglaize County; and,

WHEREAS, that he is now eligible for a pay raise effective October 28, 2021. David Knous's new hourly rate of pay will be \$14.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the pay increase for the David Knous as the Intermittent Recycle Center Laborer Position for the Auglaize County; and,

BE IT FURTHER RESOLVED that the Board does hereby make the pay increase effective October 28, 2021.

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

Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

cc/ Auditor
✓ David Knous
✓ Solid Waste

IN THE MATTER OF AUTHORIZING THE PURCHASE OF VARIOUS PIECES OF EQUIPMENT FOR THE HIGHWAY DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOP PROGRAM AND THE OHIO DEPARTMENT OF TRANSPORTATION COOPERATION PURCHASE PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of October, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Andrew J. Baumer, County Engineer submitted correspondence to the Board of County Commissioners stating that he requests permission to purchase the following equipment:

- 1 - Spray/Mowing Tractor to replace a 2003 unit with 2000 hours;
- 1 - Skid loader to assist n road crossing projects;
- 1 - Sign Installation Truck to replace a 2009 unit with 160,000 miles;
- 2 - Pickup Trucks to replace a 2011 and 2005 unit with 150,000 miles;
- Sewer Camera to replace a 2010 unit; and,

WHEREAS, the purchases will be made in the best interests of the County utilizing the following: through the Ohio Department of Administrative Services Coop program and in accordance with ORC 125.04 and the Board's Resolution #20-208 and in accordance with ORC section 307.86; and,

WHEREAS, through the Ohio Department of Transportation Cooperative Purchase program in accordance with ORC 5513.01B and the Board's Resolution #21-210 or thru bidding process; and,

WHEREAS, the equipment purchases will be finalized after the 2022 budget is reviewed in January and will represent approximately 4% of the MVGT's budget. All purchases will be made with 2022 MVGT funds.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize County Engineer Andrew Baumer to proceed with the purchases being made through the ODAS Co-op Purchasing Program and ODOT Cooperative Purchase program; using 2022 MVGT funds.

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

Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


David Bambauer


John N. Bergman

cc: County Engineer

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th of October, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

<u>Soil Conservation Fund:</u>		
Amount:	From:	To:
\$2,000.00	015.0014.530600 (Contract Services)	015.0014.530300 (Supplies)
<u>General Fund:</u>		
Amount:	From:	To:
\$ 280.00	001.1401.535000 (Unemployment Ins.)	0011401.536500 (Persons)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer Yes

David Bambauer
David Bambauer Yes

John N. Bergman
John N. Bergman Yes

cc: County Auditor
✓ SWCD
County Administrator

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM GRANT AGREEMENT FOR PROGRAM YEAR 2021.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of October, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners adopted resolution number #21-247 on June 8, 2021, authorizing the submittal of a grant application to the Ohio Development Services Agency, in the amount of \$1,698,000.00 in Community Development Block Grant (CDBG) Community Development Allocation funds; and,

WHEREAS, the Board has received notice from the Ohio Department of Development that its funding request has been approved for the following projects:

- Village of Waynesfield – NRG – flood & drainage, utility poles, sewer facilities, Sidewalks, streets, and water facilities \$715,000.00
 - Village of Buckland – NRG – flood & drainage, parking facilities, parks & recreations & sidewalks \$725,000.00
 - City of St. Marys – Armstrong Park Improvements \$113,400.00
 - Village of New Knoxville – Demolition/Clearance Administration \$30,000.00
 - Fair Housing Program \$108,600.00
- \$6,000.00; and,

WHEREAS, the Ohio Department of Development has provided the Board with the grant agreement for the execution by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board, Douglas A. Spencer, to execute the Community Development Block Grant (CDBG) Allocation Program Grant Agreement for PY 2021 (B-F-21-1AF-1).

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

Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Attachment

cc: Ohio Department of Development
Poggemeyer Design Group
Auditor

PY 2021 Community Development Program

**State of Ohio
Community Development Block Grant (CDBG) Program
Grant Agreement**

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and **Auglaize County Board of Commissioners** (the "Grantee") for the period **September 1, 2021 to October 31, 2023**.

Background Information

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.
- B. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.
- C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

- 1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$1,698,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above, and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
- 3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto,

PY 2021 Community Development Program

made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **OCD 20-01: Grant Operations and Financial Management Policy**.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **OCD 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTAs/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere

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unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended)**, all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708.** Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the

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construction work to be assisted by this Project(s), Grantee will comply with the provisions of **Ohio Revised Code (ORC) Sections 4115.03 to 4115.16**, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- 14. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
- 15. Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- 16. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
- 17. Termination**
 - a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
 - b. Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- 18. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section,

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Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **OCD 15-07: Resolving a Potential Conflict of Interest**.
21. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
22. **Adherence to State and Federal Laws, Regulations.**
 - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2)** will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply

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with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
27. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
 - c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding

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or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

- d.** **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e.** **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i.** In the case of Grantor, to:
Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
- ii.** In the case of Grantee, to:
Auglaize County Board of Commissioners
209 S Blackhoof St Wapakoneta OH 45895
- f.** **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy.**
- g.** **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h.** **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i.** **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor. Additional information found in **OCD 15-01: Responsibility for Grant Administration.**

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- j. Permissible Expenses.** If "travel expenses," as defined in **Ohio Administrative Code Section 126-1-02 (the "Expense Rule"**), are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature

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

Grantee:
Auglaize County Board of Commissioners
Authorized Official

Douglas A. Spencer

Printed Name:
President

Title:

Date:

October 28, 2021

Grantor:
State of Ohio
Department of Development

By:

Printed Name:

Title:

Date:

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Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Auglaize County Board of Commissioners
Address	209 S Blackhoof St Wapakoneta OH 45895
County	Auglaize
Phone	(419) 739-6710

Grant Information	
CFDA	14.228
FTI Number	34-6400073
Program	Community Development Program
Grant Number	B-F-21-1AF-1
Grant Award	\$1,698,000

Grant Dates	
Award Date	September 1, 2021
Work Completion Date	August 31, 2023
Draw Date	September 30, 2023
Grant Completion Date	October 31, 2023

Project Description

Auglaize County will use \$1,698,000 to complete 2 Neighborhood Revitalization grants, 2 CD Allocation projects, as well as admin and Fair Housing. First, \$725,000 will be used in the Village of Buckland for flood and drainage, parking facilities, parks and recreations, and sidewalks. These projects will benefit 305 people that are 60.7% LMI. Next, \$715,000 will be used in the Village of Waynesfield for flood and drainage, utility poles, sewer facilities, sidewalks, streets, and water facilities. These projects will benefit approximately 494 people who were surveyed and found to be 65% LMI. Next, \$113,400 will be used to improve walkways and install park equipment in the City of St. Mary's. This project will benefit 710 people in the immediate block group that are 65.5% LMI. Next, \$30,000 will be used to demolish one slum and blight certified building in New Knoxville. Lastly, \$108,600 will be used for admin and \$3,600 for Fair Housing.

\$6,000

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Source of Funds						
Provider	Amount	Fund Category	Fund Type	Term	Interest Rate	
City of St. Marys	\$17,300	CDBG E.D. Program Income	Grant			
Village of Buckland	\$102,700	State and Local Funds	Grant			
Village of New Knoxville	\$7,665	State and Local Funds	Grant			
Village of Waynesfield	\$327,235	State and Local Funds	Grant			
Grant Funds	\$1,698,000					

Awarded Program Budget						
Project Category/Activity Name	Total Cost	CDBG Amount	Other Amount	Source of Other Amount		
1-General Administration/ 1-Fair Housing Program	\$6,000	\$6,000	\$0			
1-General Administration/ 2-General Admin	\$108,600	\$108,600	\$0			
2-New Knoxville Demolition/Clearance/ 1-Demolition / Clearance	\$37,665	\$30,000	\$7,665	Village of New Knoxville		
3-St. Marys Armstrong Park Imprvments/ 1-Parks & Rec. Facilities	\$130,700	\$113,400	\$17,300	City of St. Marys		
4-Village of Waynesfield NRG/ 1-Flood & Drainage Facilities	\$216,300	\$156,300	\$60,000	Village of Waynesfield		
4-Village of Waynesfield NRG/ 2-Public Utilities	\$5,000	\$5,000	\$0			
4-Village of Waynesfield NRG/ 3-Sewer Fac. Improvements	\$46,000	\$46,000	\$0			
4-Village of Waynesfield NRG/ 4-Sidewalk Improvements	\$167,800	\$61,800	\$106,000	Village of Waynesfield		
4-Village of Waynesfield NRG/ 5-Street Improvements	\$392,135	\$295,900	\$96,235	Village of Waynesfield		
4-Village of Waynesfield NRG/ 6-Water Fac. Improvements	\$215,000	\$150,000	\$65,000	Village of Waynesfield		
5-Village of Buckland NRG/ 1-Flood & Drainage Facilities	\$293,409	\$257,300	\$36,109	Village of Buckland		
5-Village of Buckland NRG/ 2-Parking Facilities	\$111,150	\$96,700	\$14,450	Village of Buckland		
5-Village of Buckland NRG/ 3-Parks & Rec. Facilities	\$275,452	\$241,900	\$33,552	Village of Buckland		
5-Village of Buckland NRG/ 4-Sidewalk Improvements	\$147,689	\$129,100	\$18,589	Village of Buckland		
Total Awarded:	\$2,152,900	\$1,698,000	\$454,900			

AdminFH	LMIBenefit	PublicService
6.74 %	98.1000 %	0.00 %

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Program Data			
Program Location	Beneficiaries	LMI Percent	National Objective
New Knoxville Demolition/Clearance	925	29.19 %	Slum & Blight (SBA)
St. Marys Armstrong Park Imprvmnts	710	65.49 %	Area Wide Benefit (LMA)
Village of Waynesfield NRG	494	65.00 %	Area Wide Benefit (LMA)
Village of Buckland NRG	305	60.66 %	Area Wide Benefit (LMA)

Service Area			
Project Name	Activity Qualified	Census Tract Number/ Benefiting Jurisdiction	Block Group Number
2-New Knoxville Demolition/Clearance	Slum & Blight (SBA)	New Knoxville	ALL
3-St. Marys Armstrong Park Imprvmnts	Census	0406.00	2
4-Village of Waynesfield NRG	Survey	Waynesfield	ALL
5-Village of Buckland NRG	Census	Buckland	ALL

Program Outcomes	
Program Location	Projected Outcomes
1-Administration Fair Housing Program	1 Standard Fair Housing Program
2-Project Demolition / Clearance	1 Structures Demolished
3-Project Parks & Rec. Facilities	3 General Park Improvements
3-Project Parks & Rec. Facilities	144 Ln. Ft. of Walkway
4-Project Sidewalk Improvements	2 Curbscuts Installed
4-Project Sidewalk Improvements	1,100 Linear Feet
4-Project Sidewalk Improvements	1,100 Linear Feet of Curbs
4-Project Street Improvements	550 Linear Feet
4-Project Public Utilities	1 Utility Poles/Lines Relocated
4-Project Flood & Drainage Facilities	4 Culverts / Catch Basins Installed
4-Project Flood & Drainage Facilities	220 Linear Feet
4-Project Water Fac. Improvements	2 Fire Hydrants Installed
4-Project Water Fac. Improvements	1 Items of Equip. Installed/Repaired
4-Project Water Fac. Improvements	1,100 Linear Feet
4-Project Water Fac. Improvements	1 Water Valves Installed
4-Project Sewer Fac. Improvements	1 Items of Equip. Installed/Repaired
5-Project Parks & Rec. Facilities	1 Athletic Flds / Crts Installed / Repair
5-Project Parks & Rec. Facilities	1 Restroom Facilities Installed

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5-Project Sidewalk Improvements	9,880 Square Feet of Pavement / Landscapping
5-Project Parking Facilities	43,000 Square Feet of Pavement / Landscapping
5-Project Flood & Drainage Facilities	16 Culverts / Catch Basins Installed
5-Project Flood & Drainage Facilities	2,600 Linear Feet

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Attachment B: Program Requirements

Community Development Block Grant Program

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.
 - a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **February 15, 2022**, for all PY 2021 Community Development Block Grant (CDBG) Community Development Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantor will provide written notification if Grantee fails to meet the **February 15, 2022** deadline. Failure to meet the **February 15, 2022** deadline may reduce the likelihood Grantor will approve any request for extension or amendment of the Agreement. Failure to meet the **February 15, 2022** deadline will also affect the Grantee's administrative capacity rating, which may impact the Grantee's ability to apply successfully for competitive OCD-funded programs.
3. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in the Scope of Work. In no case may expenditures be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Development website here: https://development.ohio.gov/cs/cs_occup.htm. Additional information found in **OCD Program Policy 20-01: Grant Operations and Financial Management Policy.**
 - b. Amendments to the Scope of Work must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Development website here: https://development.ohio.gov/cs/cs_occup.htm.
 - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
4. **Fair Housing Requirements.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving State Community Development Block Grant Program funds.

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Grantee shall:

- a. Appoint a local fair housing coordinator who is an employee of the unit of general local government and will generally be accessible Monday through Friday. A qualified consultant or local agency may serve as the local fair housing coordinator, upon OCD's written approval. The local fair housing coordinator's name, address and phone number must appear in all fair housing materials and on the Grantee's official website.
- b. Conduct or update an analysis of impediments to fair housing choice (AI). The AI should identify policies, actions, omissions, or decisions that restrict housing choice based on race, color, religion, sex, national origin, disability, familial status, ancestry and military status. The AI should describe impediments to fair housing choice and include, at a minimum, jurisdictional background data and maps, a summary of fair housing complaints within the jurisdiction, and a plan of action – with a timetable – to address identified impediments. The AI must be updated annually. If the Grantee is not covered by an existing, OCD-approved AI, the Grantee must submit an AI within three months of a CDBG- or HOME-funded award.
- c. Establish and implement a process to receive fair housing complaints and refer cases to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), referral date and any follow-up action.
- d. Design a fair housing training program that includes presentations to:
 1. Residents of areas in which CDBG or HOME activities are being undertaken, or to special populations affected by the activities;
 2. A minimum of three civic groups, organizations, or schools (per calendar year during the grant period);
 3. Participants in homebuyer education programs associated with Homeownership Assistance activities; and
 4. Property owners who participate in rental repair/rehabilitation projects.Records for each training session must contain an agenda, sign-in sheet, minutes and a description of the audience.

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- e. Develop and distribute fair housing information and materials (e.g. posters, pamphlets, brochures or other informational materials) to a minimum of 10 area agencies, organizations, or public events (e.g. county fair, post office, employment services office, etc.) quarterly throughout the grant period. A Community Development Allocation recipient that also receives a Community Housing Impact and Preservation (CHIP) Program award must include five additional area agencies, organizations or public events in its distribution strategy. The local fair housing coordinator's telephone number (including a telephone number for the hearing impaired) must be included on all outreach materials. Records regarding the outreach strategy must include distribution locations, dates and a description of the type and quantity of distributed materials. If the Grantee undertakes residential rehabilitation/repair, residential new construction, tenant-based rental assistance or down payment assistance, it must provide fair housing information to each program applicant.
 - f. Adopt affirmative marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP) to OCD for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.
 - g. Ensure projects funded wholly or in part with HOME, CDBG, or NTF funds comply with **24 CFR Part 5, Subpart 'L' - Violence Against Women Act (VAWA)**.
5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with **OCD 15-04: Program Income Policy**, incorporated by reference herein.
6. **Program Completion Agreements.** All projects, as identified in the Scope of Work, must be completed, i.e., work finished, by **August 31, 2023**. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **August 31, 2023**.
7. **Drawdown Requests.** All drawdown requests from Grantee for the Grant Funds under this Agreement must be received by Grantor by **September 30, 2023**.
8. **Closeout Requirements.**
- a. Final Performance Reports for Grantee's program, as described in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference to this Agreement, must be submitted to Grantor by **October 31, 2023**.
 - b. Audit reports must be submitted according to the timeframes and procedures set in Reporting Requirements.

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9. **Clearance, Conversion, or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:

- a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OCD Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>);
- b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor; or
- c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.

10. **Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD's current **Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook**. The OCD Housing Handbook can be found on the OCD Technical Assistance website at: <https://development.force.com/OCDTA/s/article/Housing-Handbook>.

Emergency home repair activities must meet the definition of "emergency" as included in Grantor's Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the RRS.

11. **Special Condition on Lead Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115** or that are within de minimis levels at **24 CFR Part 35.1350**. For activities that are covered by this Special Condition, Grantee shall:

- a. Distribute copies of lead-based paint educational brochures and materials prior to

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performance of any work when required to by **24 CFR35.130** and get a receipt from the occupant that they have received the pamphlet.

- b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
- c. Use clearance technicians who are trained by an ODH approved training provider or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee and furnish such information to Grantor personnel upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.
- g. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 1. That the contractor shall make available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.
 2. That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.

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3. That the contractor:
 - a. Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and
 - b. Shall provide such documentation to Grantor personnel upon request.
4. That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with **24 CFR 35.900 to 35.940**, and the **HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing**; and who fails to correct the inconsistent work practices.
5. That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead-safe manner.
6. That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.
7. That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

12. Revolving Loan Funds. The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the Community Development Program application. The grantee is reminded it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OCD's approval of the grantee's waiver request.

13. Expenditure of Funds. Any CDBG Critical Infrastructure Program grant funds committed to a Community Development Program project as match must be expended on a pro-rata basis with other private and public funds committed to this project as described in the Scope of Work. Any Allocation funds committed to a Critical Infrastructure project may be expended in full and are not subject to the pro-rata requirement. Grantee must keep appropriate documentation of these expenditures on file to show compliance. Examples are provided in **OCD 19-03: Pro-Rata Requirements for Office of Community Development Programs.**

If the Scope of Work includes Neighborhood Revitalization Program funds, the Grantee must notify the Grantor of any changes or modifications to the financing package as identified in Attachment A of this agreement. Modification to the financing structure may affect the grant award to the Grantee.

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14.

Universal Identifier and Central Contractor Registration. As a recipient of federal funds, Grantee will be required to maintain an active registration in the System for Award Management (SAM) as required by **2 CFR Part 25**. Information on registration is available at www.sam.gov.

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Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within 30 days of the request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in **2 CFR 200**.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per **2 CFR 200.333**. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

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Attachment D: Grantee Assurances and Certifications

The following assurances will be contained in this Agreement between the Grantor and Grantee.

Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons as a result of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (**42 U.S.C. 4601**), and implementing regulations at **49 CFR part 24**.
5. It will certify that it will comply with section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)**, and implementing regulations at **24 CFR part 135**.
6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of **§570.486** and **42 U.S. Code § 5304**.
7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
9. It will certify that it has complied with the following criteria related to assessments and fees:
Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefiting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public improvement's capital costs.

Where CDBG funds are used to pay all or part of public improvement cost, special assessments

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may be used to recover capital costs as follows:

- a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.
- b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

Program funds may be used to pay all or part of special assessments levied against a property when such assessments are used to recover the capital cost of eligible public improvements financed solely from sources other than CDBG funds, provided that:

- a. The assessment represents that property's share of the capital cost of the improvements;
- b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements; and
- c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

10. It will certify that the grant will be conducted and administered in conformity with **title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)**, the **Fair Housing Act (42 U.S.C. 3601- 3619)** and implementing regulations.
11. Its activities concerning lead-based paint will comply with the requirements of **24 CFR 35, subparts A, B, J, K, and R.**
12. It will comply with all applicable laws.
13. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 - a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by **41 U.S.C. 1908**, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under **41 CFR Part 60**, all contracts that meet the definition of “federally assisted construction contract” in **41 CFR Part 60-1.3** must include the equal opportunity clause provided under **41 CFR 60-1.4(b)**, in accordance with **Executive Order 11246**, “Equal Employment Opportunity” (**30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339**), as amended by **Executive Order 11375**, “**Amending Executive Order 11246 Relating to Equal Employment Opportunity**,” and implementing regulations at **41 CFR part 60**, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (**40 U.S.C. 3141-3148**). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (**40 U.S.C. 3141-3144, and 3146-3148**) as supplemented by Department of Labor regulations (**29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”**). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (**29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”**). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (**40 U.S.C. 3701-3708**). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with **40 U.S.C. 3702 and 3704**, as supplemented by Department of Labor regulations (**29 CFR Part 5**). Under **40 U.S.C. 3702 of the Act**, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of **40 U.S.C. 3704** are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under **37 CFR §401.2 (a)** and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of **37 CFR Part 401**, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (**42 U.S.C. 7401-7671q.**) and the Federal Water Pollution Control Act (**33 U.S.C. 1251-1387**), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (**42 U.S.C. 7401-7671q**) and the Federal Water Pollution Control Act as amended (**33 U.S.C. 1251-1387**). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (**Executive Orders 12549 and 12689**)—A contract award (see **2 CFR 180.220**) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at **2 CFR 180** that implement Executive Orders 12549 (**3 CFR part 1986 Comp., p. 189**) and 12689 (**3 CFR part 1989 Comp., p. 235**), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (**31 U.S.C. 1352**)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. See **§200.323** Procurement of recovered materials.
- k. See §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- l. See §200.322 Domestic preferences for procurements.

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Attachment E: Local Government Certifications to the State

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in

PY 2021 Community Development Program

nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).

6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN THE MATTER OF GRANTING AN ANNEXATION OF 0.880 ACRES, MORE OR LESS, TO THE VILLAGE OF WAYNESFIELD FROM WAYNE TOWNSHIP; PETITIONED BY PK INVESTORS BY KATHLEEN SPANGLER STATUTORY AGENT; FILED BY KURT A KAUFMAN, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of October, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on October 26, 2021, a petition for annexation of 0.88 acres, more or less, was filed as an Expedited Type 1, with the Office of the Board of County Commissioners by Kurt A. Kaufman names as the Agent for petitioner PK Investors LLC by Kathleen Spangler, Statutory Agent; and,

WHEREAS, the requirements for the filing of said petition were all met by Agent Kaufman, including:

- 1.) The petition meets all the requirements set forth in, and was filed in the manner provided, in the Ohio Revised Code Section 709.022.
- 2.) The persons who signed the petition represent 100% of the owners of the property; signatures having been obtained in the time frame required.
- 3.) An accurate legal description of the perimeter of the territory proposed to be annexed.
- 4.) An accurate map or plat of the territory.
- 5.) Named the party acting as agent for the petitioners.
- 6.) A list of all tracts, lots or parcels in the territory proposed to be annexed and all tracts, lots or parcels located adjacent to the territory to be annexed, listing the name of owner, mailing address and permanent parcel number from the County Auditor's system (ORC 319.28).
- 7.) An annexation agreement of the Village of Waynesfield and Wayne Township as provided for in ORC 709.192.

and,

WHEREAS, the petitioners requested that the special procedure be used and waived their right to appeal any action taken by the Board of County Commissioners; and,

WHEREAS, the Board determined that this annexation is in order, meeting all criteria.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 0.88 acres, more or less, to the Village of Waynesfield as petitioned by PK Investors, LLC by Kathleen Spangler, Statutory Agent, pursuant to ORC Section 709.022.

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

Adopted this
28th day of
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spender Yes
Douglas A. Spender

David Bambauer Yes
David Bambauer

John N. Bergman Yes
John N. Bergman

cc: County Auditor
County Engineer
Kurt A. Kaufman, Agent
Wayne Township Trustees
Village of Waynesfield

RECEIVED

To: Clerk, Board of County Commissioners of Auglaize County, Ohio
209 South Blackhoof Street
Room 201
Wapakoneta, Ohio 45895

NOV 2 11 2001

Board of
County Commissioners

**PETITION FOR EXPEDITED ANNEXATION OF 0.88 ACRES IN WAYNE TOWNSHIP
TO THE VILLAGE OF WAYNESFIELD
(Ohio Revised Code Section 709.022)**

The undersigned, being 100% of the owners of real estate within the area hereinafter described in Exhibit "A" and consisting of 0.88 acres in Wayne Township, Auglaize County, Ohio, adjustment to the Village of Waynesfield, do hereby respectfully petition the Board of Auglaize County Commissioners to cause such territory to be annexed to the Village of Waynesfield pursuant to Sections 709.02 through 709.11 of the Ohio Revised Code.

The undersigned petitioners do hereby designate Kurt A. Kaufman. Mr. Kaufman's contact information is as follows:

Eastgate Plaza
2100 Harding Highway
Lima, Ohio 45804
Telephone (419) 222-1395
Fax (419) 222-161

1. Attached to this Petition and made part hereof is a full legal description of the territory to be annexed marked Exhibit "A".
2. Attached to this Petition and made part hereof is an accurate mylar of the area to be annexed, marked Exhibit "B".
3. Attached to this Petition and made part hereof is a list of parcels in the territory to be annexed and adjacent territory that includes the name of the property, owner, mailing address of the property owner and permanent parcel number, marked Exhibit "C".
4. Attached to this Petition and made part hereof is a certified copy of an annexation agreement between Wayne Township and the Village of Waynesfield marked Exhibit "D".

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE IS ALSO NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.

Kathleen Spangler
PK Investors LLC

By: Kathleen Spangler, Statutory Agent
27705 St. Rt. 385, Lakeview, OH 43331

8-9-21
Date of Signature

Exhibit "A"

Legal Description of Real Estate to be Annexed from
Wayne Township to the Village of Waynesfield

Situate in the Township of Wayne, Auglaize County and State of Ohio:

The following described tract of land is part of the Northwest Quarter of the Northwest Quarter of Section 17, Two 5 South, Range 8 East, Wayne Township, Auglaize County, Ohio and is more particularly described as follows:

THE PLACE OF BEGINNING is at a R.R. spike (O.D.O.T.) found at the Northwest corner of the Northwest Quarter of Section 17, Wayne Township and in the intersection of the centerlines of County Road 180 (Fairmount Road) and State Route 196;

Thence N. 89°59'10"E along the centerline of County Road 180 and the North line of the Northwest Quarter of Section 17, a distance of 208.00 feet to an P.K. nail set;

Thence S.00°08'00"E., parallel to the centerline of State Route 196 and the West line of the Northwest Quarter of Section 17, a distance of 175.00 feet to an iron pin set, passing thru an iron pin set for reference at 30.00 feet;

Thence S.89°59'10W. a distance of 208.00 feet to a P.K. nail set, passing thru an iron pin set for reference at 178.00 feet in the West right-of-way line of State Route 196;

Thence N.00°08'00"W. along the centerline of State Route 196 and the West line of Northwest Quarter of Section 17, a distance of 175.00 feet to the R.R. spike which was the true PLACE OF BEGINNING.

Containing in all 0.88 acre, of which 0.223 acre has been dedicated for highway purposes.

The above described tract of land is subject to all legal easements, restrictions and reservations, if any, of record or in use on said premises.

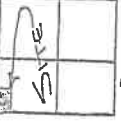
Property address: 25012 Fairmount Road, Waynesfield, Ohio 45896
Parcel Number: N41-017-009-01

Exhibit "B"

Map & Mylar of Territory to be Annexed

LOCATION PLAN

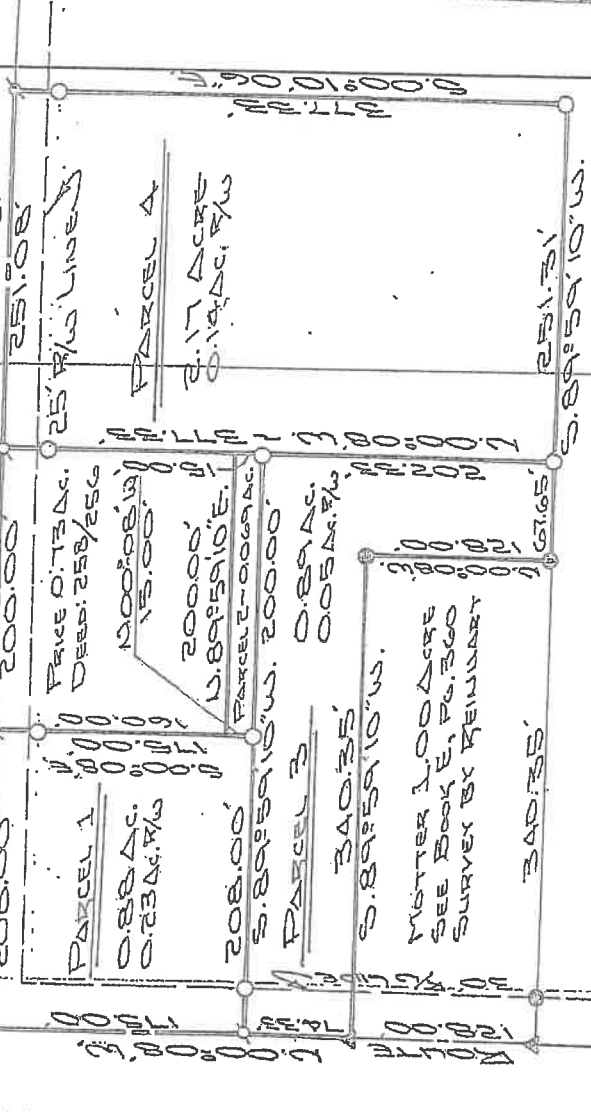
SECTION 17



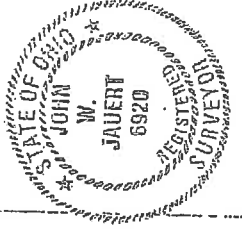
WARREN TOWNSHIP
T. 5 S., R. 8 E. AUGLAIZE
COUNTY, OHIO.

ODOT SPIKE AT THE
NORTHWEST CORNER
SECTIONS 17, WARREN
TOWNSHIP.

(FAIRMOUNT ROAD)
COUNTY ROAD 180

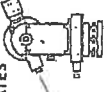


THIS PLAN IS RECORDED IN
SURVEY BOOK "I" PAGE 558
IN THE AUGLAIZE COUNTY ENGINEER'S
OFFICE.



ATTEST:
[Signature]
JOHN W. SAUERT
PROFESSIONAL
SURVEYOR, NO. 6920

JUBHEIT
ASSOCIATES



SURVEYING
AND LAND CONSULTING

RT. 3 BOX 449 WAPAKONETA, OHIO 45895
PH (419) 738-8962

Client PRICE MOTTE
County AUGLAIZE Township WARREN
Section 17 T. 5 S., R. 8 E. Drwg. No. 22-13A
Drawn By S. SAUERT Date SEPT. 2002
Scale 1"=100' Sheet 1 of 1

LEGEND

- IRON PIN SET
- ⊙ IRON PIN FOUND
- P.K. NAIL SET
- ⊕ P.K. NAIL FOUND
- ▲ R.R. SPIKE FOUND



Exhibit "C"

List of Parcels to be Annexed

Parcel A

Owners: PK Investors LLC
Mailing address: 27705 St. Rt. 385
Lakeview, OH 43331
Parcel No.: N4101700901

List of Parcels Adjacent to Territory to be Annexed

Owners: Danny S. Motter and Kerri K. Motter
Mailing address: 17944 State Route 196
Waynesfield, OH 45895
Parcel No.: N4101700902

Owners: Danny S. Motter and Kerri K. Motter
Mailing address: 17944 State Route 196
Waynesfield, OH 45895
Parcel No.: N4101700903

Owners: Grant A. Thullen and Sonya G. Thullen
Mailing address: 25042 Fairmount Road
Waynesfield, OH 45895
Parcel No.: N4101700900

Owners: Alice Carter
Mailing address: 18686 St. Rt. 196
Waynesfield, OH 45896
Parcel No.: N4100800603

Owners: The Village of Waynesfield
Mailing address: P.O. Box 128
Waynesfield, OH 45895
Parcel No.: N4210000300

Owners: The Village of Waynesfield
Mailing address: P.O. Box 128
Waynesfield, OH 45895
Parcel No.: N4210000400

List of Parcels Adjacent to Territory to be Annexed (cont.)

Owners: The Village of Waynesfield
Mailing address: P.O. Box 128
Waynesfield, OH 45895
Parcel No.: N4210000200

Owners: Westfield Farms, LLC
Mailing address: 540 Wakashan Trail
Lima, OH 45805
Parcel No.: N4101800801

Owners: Christopher F. and Jamie L. Shaw
Mailing address: 25160 Fairmount Road
Waynesfield, OH 45896
Parcel No.: N4101701308

Owners: Kim Turner
Mailing address: 18524 Gant Road
Waynesfield, OH 45896
Parcel No.: N4101701309

Exhibit "D"

Annexation Agreement

ANNEXATION AGREEMENT
(Expedited Type One Annexation)

This Agreement is made and entered into this ^{14th day} ~~9th~~ day of ^{October} ~~September~~, 2021, by and between the Board of Township Trustees for Wayne Township, Auglaize County, Ohio (the "Township"), and the Village of Waynesfield (the "Village"), pursuant to R.C. 709.021, 709.022, and 709.192.

WHEREAS, PK INVESTORS LLC (the "Petitioners"), owners of the real estate in the territory hereinafter described (the "Property"), desire to annex the Property into the Village pursuant to the expedited process of annexation set forth in R.C. 709.021 and 709.022; and

WHEREAS, the Village and the Township, by Resolution duly adopted by their legislative authorities, each have determined that it is in the best interest of all parties involved to enter into this Agreement (the "Agreement") as provided by R.C. 7-09.192.

NOW, THEREFORE, in consideration of the above recitals and in consideration of the mutual benefits and promises hereinafter contained, the parties agree as follows:

1. Village Consent and Agreement. The Village consents to the annexation of the Property into the Village and agrees to provide sanitation, police, fire, water and sewer services to the residents of the Property at the same cost and under the same policies and conditions that such services are provided to other residents of the Village. The parties acknowledge that the infrastructure for water and sewer is not in the place as of the date of this Agreement, but that the Village shall act in a timely manner to provide these services.

2. Township Consent. The Township consents to the annexation of the Property into the Village.

3. The Property. The real property subject to the Agreement shall consist of 4.859 acres located in Wayne Township, Auglaize County, Ohio, as depicted on the map attached hereto as Exhibit "A". A legal description of the Property is attached hereto as Exhibit "B".

4. Tax Distribution. Following the annexation of the Property, the Township will continue to receive real estate tax revenue levied on the Property in accordance with the Ohio Revised Code.

5. Village and Township Boundaries. The boundaries of the Village and Township shall not be conformed in conjunction with this Annexation.

6. Severability. In the event any one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. Such provisions shall be modified in order

to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

7. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and the Township, their legal representatives, successors and assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only through a writing duly executed by the Village/Township as authorized by R.C §709.192. All prior agreements between the parties, either written or oral, are superseded by this Agreement.

IN WITNESS WHEREOF, the Village and Township have executed this Agreement.

VILLAGE OF WAYNESFIELD, OHIO

BOARD OF TOWNSHIP TRUSTEES OF
WAYNE, AUGLAIZE COUNTY, OHIO

By: Rocky Wehner

By: Randy Sutherland

ATTEST:

By: Julie Goodner

By: Eric Welch

By: Terri Sudner



County Commissioners Office
Auglaize County, Ohio
October 28, 2021

NO. #21-455

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 28th day of October, 2021.

Commissioner Bergman 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>
455607	\$175.00	Clemans Nelson & Associates
455618	\$1,127.45	Pathology Laboratories
455623	\$518.06	Auglaize County Treasurer
455624	\$518.06	Auglaize County Treasurer

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

Adopted this
28th day
October, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


David Bambauer


John N. Bergman

cc: County Auditor