

County Commissioners Office  
Auglaize County, Ohio  
October 29, 2015

NO. 15-443

**IN THE MATTER OF RECORDING THE PUBLIC HEARING FOR THE VACATION OF DESCRIBED ALLEYS IN THE UNINCORPORATED VILLAGE OF FRYBURG AS FILED BY JOSEPH ANTHONY BERG; AND GRANTING THE PETITION FOR SAID DESCRIBED ALLEYS TO BE VACATED.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, pursuant to Resolution #15-425, the Board of County Commissioners, Auglaize County, Ohio did hold a public hearing on this date, October 27, 2015 at 11:01 a.m. for the purpose of vacating described alleys in the unincorporated Village of Fryburg in Pusheta Township as requested by Joseph Anthony Berg; and,

**WHEREAS**, proper legal advertisement was made in the The Wapakoneta Daily News and The Evening Leader on October 8, 2015 and October 15, 2015; and,

**WHEREAS**, a view of the area requested to be vacated was completed by the Board on October 22, 2015 at 3:00 p.m. with the Commissioners Regula and Bergman and Sandy Berg in attendance; and,

**WHEREAS**, present for the public hearing were Commissioners Spencer, Bergman and Regula and County Administrator Erica L. Preston, Clerk Esther Leffel, Sandy Berg, Joseph Anthony Berg and The Daily Standard reporter Jared Mauch; and,

**WHEREAS**, no comments of objections to this vacation were expressed by any person, either verbally or in written form; and,

**WHEREAS**, the Board does hereby believe the vacation to be in the best interest of the county and the surrounding landowners.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby grant the vacation of the described alleys located in the unincorporated Village of Fryburg, located in Pusheta Township as so petitioned by the Joseph Anthony Berg; and,

**BE IT FURTHER RESOLVED** that the petitioner named is informed that the property owners must take the necessary steps to cause the proper property lines to be established at their own expense.

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

Adopted this  
29th day of  
October, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

- cc:  County Engineer
- Director of Natural Resources
- Pusheta Township Trustees - %Jeff Zwiebel, Clerk
- County Auditor
- Anthony Berg
- Property owners involved

County Commissioners Office  
Auglaize County, Ohio  
October 29, 2015

NO. 15-444

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2015.

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 #</u>	<u>Amount</u>	<u>Vendor</u>
398896	\$23,625.00	Perry Protech
398906	\$18,579.00	Bebout & Houg Roofing & Siding
398909	\$ 1,017.00	Delta Airport Consultant
398909	\$ 113.30	Delta Airport Consultant
398919	\$11,985.00	Buehler Asphalt Paving Inc.
398953	\$39,852.86	Griffin Pavement & Striping Inc.
398953	\$ 4,447.14	Griffin Pavement & Striping Inc.
398974	\$ 697.55	PDG
398974	\$ 1,355.20	PDG
398974	\$ 617.60	PDG
398974	\$ 2,927.84	PDG
398974	\$ 514.46	PDG
398979	\$ 637.21	CDW-G
398979	\$ 1,039.44	CDW-G
398983	\$ 574.09	U.S. Bank
398992	\$ 3,532.46	Aug Co Treasurer

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

Adopted this  
29th day  
October, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman  
John N. Bergman

✓ cc: County Auditor

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM GRANT AGREEMENT FOR FISCAL YEAR 2015.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2015.

Commissioner Bergman moved the adoption of the following:  
**RESOLUTION**

**WHEREAS**, the Board of County Commissioners adopted Resolution No. #15-272 on June 16, 2015, authorizing the submittal of a grant application to the Ohio Department Services Agency, in the amount of \$111,000 in Community Development Block Grant (CDBG) Community Development Allocation funds; and,

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

- Auglaize Acres, Senior Center Administration \$88,800.00
  - Fair Housing Program \$18,200.00
- and, \$4,000.00

**WHEREAS**, the Ohio Department Services Agency 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 County's State Community Development Block Grant (CDBG) Allocation Program Grant Agreement for F.Y. 2015.

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

Adopted this  
29th day of  
October, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yo  
John N. Bergman

Attachment

- ✓ Cc: Ohio Department Services Agency
- ✓ Poggemeyer Design Group – Gayle Flaczynski
- ✓ Auglaize Acres

STATE OF OHIO  
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
COMMUNITY DEVELOPMENT PROGRAM  
CFDA No. 14.228

GRANT AGREEMENT

F.T.I. Number: 346400073

Grant Number: B-F-15-1AF-1

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and Auglaize County Commissioners, located at 209 S. Blackhoof Street, Room 201, Wapakoneta, OH 45895-1972, (the "Grantee"), for the period beginning September 1, 2015 and ending February 28, 2017 (the "Grant Period").

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 Division of Community Services, 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 \$111,000.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the Community Development Program, and undertaking the Project(s) as listed in Attachment A, "Scope of Work," 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, 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 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, which is attached hereto, 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.

5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report" as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. 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 the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: [http://development.ohio.gov/cs/cs\\_fiscalforms.htm](http://development.ohio.gov/cs/cs_fiscalforms.htm).

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in Attachments D and E, 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 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 C.F.R. 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](mailto: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](mailto: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, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, 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 race, religion, color, sex, national origin, disability, age, military status, or ancestry. 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 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, 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.

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 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. **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 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.

1. In the case of Grantor, to:

Ohio Development Services Agency  
Office of Community Development  
77 South High Street, P. O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Deputy Chief

2. In the case of Grantee, to:

Auglaize County Commissioners  
209 S. Blackhoof Street, Room 201  
Wapakoneta, OH 45895-1972  
Attn: Douglas Spencer, President



- 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.
- 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.
- 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 effective as of the Effective Date:

**GRANTEE:**

Auglaize County Commissioners

Douglas Spencer, President

**GRANTOR:**

State of Ohio  
Development Services Agency

David Goodman, Director

By: 

Printed Name: Douglas A. Spencer

Title: President, Auglaize County Board of

Date: 10/29/2015 Commissioners

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

OFFICE OF COMMUNITY DEVELOPMENT

ATTACHMENT A

SCOPE OF WORK AND BUDGET

I. GENERAL DATA

Grantee :	Auglaize County Commissioners	Grant Number :	B-F-15-1AF-1
Vendor I.D.No :	104153	Total Grant Award :	\$ 111,000
Community CEO :	Douglas Spencer	Administrative Agency :	Auglaize County Commissioners
CEO Title :	President	Administrative Contact :	Esther Leffel
Address :	209 S Blackhoof St	Title :	Utility Clerk
	Wapakoneta, OH 45895	Address :	209 S Blackhoof St
Phone Number :	(419) 739-6710	Contact Phone Number :	(419) 739-6710
Fax Number :	Auglaize	Contact Fax Number :	
County :	Auglaize	% of Grant for Admin/FH :	20.00 %
Field Area / Rep :	Joshua Roth	% of Project \$ - LMI Benefit :	100.00 %
		% of Project \$ - Public Serv :	0.00 %
Ohio House Dist/Rep :	82 - Tony Burkley	Senate District :	1 - Cliff Hite
	84 - Jim Buchy		12 - Keith Faber

II. PROJECT DESCRIPTION

Auglaize County will complete one project with its PY 2015 Community Development Allocation Program funds. Auglaize Acres - Senior Centers: Auglaize County will purchase one (1) wheelchair accessible van and install one (1) elevator in the east side of the facility. Additionally, Auglaize County will use funding to carry out one (1) Standard Fair Housing Program and the General Administration of this grant.

III. LEVERAGED FUNDS

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Auglaize Acres	\$ 39,088	Other Funds	Grant	N/A	N/A
Auglaize County CDBG ED-RLF	\$ 174,780	Other Federal	Grant	N/A	N/A
Grant Funds	\$ 111,000				
<b>Total</b>	<b>\$ 324,868</b>				

OFFICE OF COMMUNITY DEVELOPMENT

ATTACHMENT A

SCOPE OF WORK AND BUDGET

Grantee : Auglaize County Commissioners

Grant Number : B-F-15-1AF-1

IV. AWARDED PROGRAM BUDGET

Project Category / Activity Name	Total Cost	CDBG Allocation	Other Funds Amount - Source
1-Auglaize Acres			
1-Senior Centers	\$ 302,668	\$ 88,800	\$ 213,868 Multiple Sources
2-Admin / Fair Housing / Planning			
1-General Admin	\$ 18,200	\$ 18,200	\$ 0
2-Fair Housing Program	\$ 4,000	\$ 4,000	\$ 0
<b>2-Admin / Fair Housing / Planning Subtotal</b>	<b>\$ 22,200</b>	<b>\$ 22,200</b>	<b>\$ 0</b>
<b>Total Awarded</b>	<b>\$ 324,868</b>	<b>\$ 111,000</b>	<b>\$ 213,868</b>

V. PROGRAM DATA

Project Name	Beneficiaries	LMI Percent	National Objective
1-Auglaize Acres	91	100.00 %	Limited Clientele (LMC)
Total Beneficiaries	91		

VI. SERVICE AREA

VII. PROGRAM OUTCOMES

Project Name/Activity Name	Units	Outcomes
1-Auglaize Acres		
1-Senior Centers	Presumed Class :	Elderly Persons
2-Admin / Fair Housing / Planning	1.00	Buildings Rehabbed / Constructed
2-Fair Housing Program	1.00	Standard Fair Housing Program

## COMMUNITY DEVELOPMENT PROGRAM

### ATTACHMENT B

#### SPECIAL CONDITIONS

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within ten working days. 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 the Grantor.
3. **Eligible Costs.**
  - a. Expenditures may only be made for those activities contained in Attachment A. In no case may an expenditure 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 OCD website here: [http://development.ohio.gov/cs/cs\\_occup.htm](http://development.ohio.gov/cs/cs_occup.htm)
  - b. Amendments to Attachment A 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 OCD website here: [http://development.ohio.gov/cs/cs\\_occup.htm](http://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.

Grantee shall:

  - a. Appoint a local fair housing coordinator, who is an employee of the unit of local government and will generally be accessible Monday through Friday. A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. The name and contact information of the local fair housing coordinator and consultant/agency, if applicable, must be printed in all fair housing materials and reported to OCD.
  - b. Conduct or maintain an Analysis of Impediments to Fair Housing Choice (AI) to determine impediments to fair housing choice. The AI will present a clear analysis of the information collected; outline changes needed to correct or overcome identified impediments; include a specific plan of action; and include a timeline or schedule for the resolution of the identified problems or impediments. Grantee will have an on-going process for identifying fair housing concerns, and for analyzing local efforts to address or mitigate specific issues. At a minimum, the AI will be updated annually.
  - c. Establish and implement a process to receive fair housing complaints and forward the complaints 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), date of the referral, and any follow-up action.
  - d. Annually, the Grantee shall conduct training activities and provide educational materials to residents of project/activity areas, or targeted special populations, in which CDBG or HOME Investment Partnerships Program activities are planned to be undertaken. The Grantee shall also provide training and information to at least three additional civic, social groups and/or schools in the community. Records must contain an agenda, sign-in sheet, minutes, a description of the audience, and any follow-up to occur for each training session.
  - e. Develop and distribute fair housing information and materials (e.g. brochures, pamphlets, posters, and other informational materials) quarterly throughout the grant period to a minimum of ten public events, agencies or organizations (e.g. county fair, post office, employment services office, etc.). The telephone number (including a telephone number for use by the hearing impaired) of the local fair housing coordinator must be printed on all fair housing materials. The Grantee must maintain a list of distribution locations, dates, and estimated quantities and types of distributed materials. This includes the following:
    - 1) Distribute fair housing information to all housing activity applicants and program participants, including tenant based rental assistance applicants/participants. Outreach materials must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate.

- 2) Provide fair housing and Ohio landlord-tenant law training and/or information to owners of rental properties receiving assistance.
- 3) Homebuyer education or counseling activities must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate.
- f. Submit the Affirmative Fair Housing Marketing (AFHM) plans and affirmative marketing procedures for all CDBG- and HOME-assisted housing sale or rental projects containing five or more units to the OCD Civil Rights Specialist. Grantees developing five or more units for sale or rent must submit an affirmative marketing plan for review.

5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with the OCD Program Income Policy, incorporated by reference herein.

6. **Project Completion Requirements.** All projects, as identified in Attachment A of this Agreement, must be completed, i.e., work finished, by **December 31, 2016**. 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 **December 31, 2016**.

7. **Drawdown Requests.** All Request for Payment and Status of Funds Reports from Grantee for the Grant Funds under this Agreement must be received by Grantor by **January 31, 2017**.

8. **Closeout Requirements.**

a. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantor by **February 28, 2017**.

b. The Grantee is required to submit photographs of the completed project and a narrative that includes outcomes, beneficiaries, and a summary of the project's impact on the residents served with the Final Performance Report. OCD reserves the right to use these submissions for HUD and ODSA reporting.

c. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.

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, current 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: [http://development.ohio.gov/cs/cs\\_affordhousing.htm](http://development.ohio.gov/cs/cs_affordhousing.htm));
- 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 one year before the date of the execution of the agreement with the demolition contractor.

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 website here: [http://development.ohio.gov/cs/cs\\_affordhousing.htm](http://development.ohio.gov/cs/cs_affordhousing.htm).

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.

1. 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 performance of any work when required to by 24 CFR 35.130 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.
    - 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.

j. In carrying out this Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the 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.

k. Grantee will incorporate the foregoing requirements of Section j in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

11. **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.

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

13. **Special Conditions**

a. Grantees will be required to submit an Environmental Review Certification or Request for Release of Funds (RROF) by February 15, 2016 for all PY 2015 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. Grantees failing to meet the February 15, 2016 deadline will be notified in writing. Failure to meet the February 15, 2016 deadline may reduce the grantee's likelihood of approval of extension or amendment requests for the subject grant agreement. Failure to meet the February 15, 2016 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.

b. Any CDBG Critical Infrastructure Program Grant Funds must be expended on a pro-rata basis with other private and public funds committed to this project as described in Attachment A. Grantee must keep on file appropriate documentation of these expenditures to show compliance with this condition.

c. If the Attachment A includes Critical Infrastructure, Neighborhood Revitalization or Downtown 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.



## COMMUNITY DEVELOPMENT PROGRAM

### ATTACHMENT C

#### REQUIRED REPORTS

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 thirty 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 and provided in 15-06 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at [http://development.ohio.gov/cs/cs\\_policynotices.htm](http://development.ohio.gov/cs/cs_policynotices.htm).
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."
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.

**COMMUNITY DEVELOPMENT PROGRAM**  
**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 that:

1. It possesses legal authority to apply for and accept the grant, and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing and acceptance of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. It has facilitated or will facilitate citizen participation by:
  - a. providing adequate notices for two public hearings ten days in advance of the hearing;
  - b. holding two hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application. The first hearing must present all eligible Office of Community Development funded programs and allow citizen input, while the second hearing must be held to discuss specific application proposals that the community intends to submit (the community need only hold the first hearing once annually to discuss the current fiscal year eligible Office of Community Development programs);
4. It is following a detailed citizen participation plan which:
  - i. 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) of the National Environmental Policy Act of 1969, provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
  - ii. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
  - iii. 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;
  - iv. 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;
  - v. provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
  - vi. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of Grantee for the development and execution of its community development program.
5. Its chief executive officer or other officer of applicant approved by the state:
  - a. consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570 and to the Community Development Program; and
  - b. is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

5. It will comply with the requirements of 2 CFR 200 as they relate to the application, acceptance, and use of Federal funds under this part.

6. It will comply with:

a. Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.487, and State law and regulations regarding the administration and enforcement of labor standards;

b. the Provisions of the Davis-Bacon Act (46 U.S.C. 3141-3148) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than <NUMBER OF UNITS> units);

c. the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701-3708, that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and

d. the Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

7. It will comply with all requirements imposed by HUD and the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with 2 CFR Part 200.

8. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1972, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will comply with:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-7), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. These regulations are codified at 24 CFR Part 1.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance will obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended by the Fair Housing Amendments Act of 1988 (Pub. L. 100-430, 102 Stat. 1619) administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. Implementing regulations appear as 24 CFR Part 100 - 155.

c. Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968.

d. Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d) and 42 U.S.C. 5309), as amended, and the regulations issued pursuant thereto (24 CFR Part 6), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.

e. Executive Order 11063 as amended by Executive Order 12259 to take all action necessary and appropriate to provide equal opportunity and nondiscrimination in the sale, leasing, rental, or other disposition of residential property and related facilities provided in whole or in part by Federal Assistance. Implementing regulations are codified at 24 CFR Part 107.

- f. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal and Federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, promotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- g. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that no otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Housing and Urban Development. Implementing regulations are codified at 24 CFR Part 8 and 9.
- h. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157; 24 CFR Part 40) requirements for accessibility by physically handicapped persons.
- i. The Age Discrimination Act of 1975 (42 U.S.C. 6101) that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities receiving Federal financial assistance. Implementing regulations are codified at 24 CFR Part 146.
11. It will comply with Section III of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Implementing regulations are codified at 24 CFR Part 135.
12. It will:
  - a. to the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with Sections 303 and 304 of Title III, and implementing instructions of 49 CFR Part 24;
  - b. inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
  - c. adopt, make public and certify that it is following a Residential Anti-displacement and Relocation Assistance Plan as described in 24 CFR Part 42.
13. It will:
  - a. comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42;
  - b. provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act, as amended, and implementing instructions of 49 CFR Part 24 and 24 CFR Part 42 to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair and consistent manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
  - c. assure that within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
  - d. inform affected persons of the relocation assistance, policies and procedures set forth in the regulations of 49 CFR Part 24 and 24 CFR Part 42.
14. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
15. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
16. It will give the State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

17. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State and HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

18. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, and approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal assistance for construction or acquisition purposes for use in any area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

19. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- a. consulting with State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
- b. complying with all requirements established by the State and HUD to avoid or mitigate adverse effects upon such properties.
20. It will comply with:
  - a. the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and 24 CFR Part 58;
  - b. Executive Order 11988, Floodplain Management;
  - c. Executive Order 11990, Protection of Wetlands;
  - d. the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.);
  - e. the Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661 et seq.);
  - f. the Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271);
  - g. the Safe Drinking Water Act of 1974, as amended (42 U.S.C. 300(f) et seq.);
  - h. Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4831(b));
  - i. the Clean Air Act of 1970, as amended (42 U.S.C. 7401 et seq.);
  - j. the Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. 1251 et seq.);
  - k. the Clean Water Act of 1977 (P.L. 95-217); and
  - l. the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (43 U.S.C. 6901 et seq.).

21. 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 non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

22. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of 24 CFR Part 35, subparts A, B, J, K and R.

23. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

24. 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 currently set at \$150,000, 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.

- 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 subcontractor 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.
- 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 subcontractor 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 subcontractor 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 12669)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 §200.322 Procurement of recovered materials.



## COMMUNITY DEVELOPMENT PROGRAM

### 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 nonentitlement 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;
  - e. provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
  - f. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 106 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 106 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 106 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 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 AUTHORIZING A TRANSFER OF FUNDS FROM DITCH DEBT SERVICE FUND TO APPROPRIATE MAINTENANCE FUNDS AS REQUESTED BY COUNTY AUDITOR.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the following correspondence was received by the Board of County Commissioners:  
October 27, 2015

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

Dear Board Members,

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

From	To	Amount
290.0290.540300 (Other)	839.0100.400200 (Transfer in)	\$ 167.17
254.0254.540300 (Transfer Out)	829.0100.400200 (Transfer in)	\$ 27.53
264.0264.540300 (Transfer Out)	831.0100.400200 (Transfer in)	\$ 3.44
250.0250.540300 (Other)	833.0100.400200 (Transfer in)	\$ 530.71
269.0269.540300 (Other)	832.0100.400200 (Transfer in)	\$ 228.39
278.0278.540300 (Other)	835.0100.400200 (Transfer in)	\$ 179.13

Thank you for your attention to this matter.

Sincerely,  
s/Janet Schuler  
Janet Schuler  
Auglaize County Auditor

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the above mentioned transfer of funds for the Zink Ditch (290); Shaw Ditch (254); Arnold Ditch (264); Ramga #2 Ditch (250); Iooft Ditch (269) and for the Waynesfield Ditch (278), respectively as mentioned in the request of the County Auditor.

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

Adopted this  
29th day of  
October, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

✓cc: County Auditor

**IN THE MATTER OF MAKING APPOINTMENTS TO THE OHIO AREA #8 WORKFORCE INVESTMENT OPPORTUNITY ACT (WIOA) POLICY BOARD.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary for the Board of County Commissioners to make appointments to the Ohio Area #8 Workforce Investment Opportunity Act (WIOA) Board for the purpose of developing an employment and training program for the benefit of businesses and industries within Auglaize County.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby make the following appointments to the **Ohio Area #8 Workforce Investment Opportunity Act Policy Board**:

Art Swain – Private appointment;  
Brian Styer– Private appointment.

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

Adopted this  
29th day of  
October, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

cc: appointees  
WIOA Board – Angela Nickell  
ACDJFS – Mike Morrow

**IN THE MATTER OF ACCEPTING THE CULLITON DITCH PROJECT FROM THE AUGLAIZE COUNTY SOIL AND WATER CONSERVATION DISTRICT; SETTING DATE AND TIME TO RECEIVE BIDS FOR SAID PROJECT.**

\*\*\*\*\*

The Board of Auglaize County Commissioners met in regular session on the 29th day of October, 2015.

Commissioner Bergman made the motion to adopt of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners received the following letter of recommendation from the Board of Supervisors of the Auglaize Soil and Water Conservation District:

**AUGLAIZE SOIL AND WATER CONSERVATION DISTRICT'  
BOARD OF SUPERVISORS MEETING  
October 22, 2015**

The Auglaize Soil and Water Conservation District Board of Supervisors met in official session following the legal hearing of the Culliton Ditch Project at the Auglaize County Administrative Building located at 209 S. Blackhoof St., Wapakoneta, Ohio on Tuesday, October 22, 2015.

Lou Brown called the meeting to order at 9:00 a.m. Other board members present were Rick, Place, Brett Fledderjohann, Ron Wilker and Jeff Zwiebel.

The following certification is being sent to the Auglaize County Commissioners asking them to adopt the Rules and Regulations of Sections 1515.20 to 1515.29 inclusive of the Ohio Revised Code.

We, the Auglaize Soil and Water Conservation District Board of Supervisors certify our findings after due notice, and conduct of a Public Hearing that on this 22nd day of October, 2015 in accordance with the requirements of Section 1515.20 of the Ohio Revised Code. The foregoing findings set forth by the Auglaize Board of Supervisors are as follows:

- Construction of improvement will improve water management and development in the project area.
- Cost of improvement was less than benefits to the project area.
- Improvement will benefit the lands by promoting the economical and social development of the area.
- County maintenance will be carried out as required by Section 6137 of the Ohio Revised Code.
- The proposed Culliton Ditch Project addresses the replacement of an existing subsurface tile originally installed through a ditch petition in 1915.
- For the health, safety and welfare of area, the Ohio EPA mandates that an adequate subsurface tile exist for all discharges of septic systems for single-family homes.
- Proposed assessments (varied rate) for each parcel, determined by the Auglaize County Engineer and approved by the Auglaize County Commissioners, were sent by the Soil & Water Conservation Board of Supervisors, by certified mail, return receipt, to each landowner prior to the public hearing as required under section 1515.24 of the Ohio Revised Code.
- Said legal notice clearly stated: "If you are unable to attend the public hearing and have objections concerning the proposed project, notify the Auglaize SWCD Office in writing at least *five days prior* to the hearing. Failure to notify the Auglaize SWCD of your objections will indicate support for the project."
- The Auglaize County Commissioners and County Engineer were in attendance at said public hearing to explain the method of the assessment determination and hear comments for, and objections against the Culliton Subsurface Ditch.

- At said legal hearing the SWCD Board and County Commissioners heard objections to the proposed improvement representing assessments amounting to 0.00% of the estimated cost of the improvement. Therefore landowners bearing 100% of the cost of the improvement were in favor of the construction of the Culliton Subsurface Drainage Ditch.
- Group agreed to set time for installation between June 1, 2016 to October 1, 2016. The group agreed that there would be no crop restrictions and the length of finance would be 8 years.

At the end of the hearing and after discussion, Lou Brown asked the board to act on this petition. Ron Wilker moved to certify the project and the plans to the Auglaize County Commissioners. Rick Place seconded motion. Rick Place, yes; Ron Wilker, yes; Jeff Zwiebel, yes; Brett Fledderjohann, yes; Lou Brown, yes; motion carried.

Attached is a plan of the improvement and an outline of the total project area and the areas benefited by the improvement, in sufficient detail to permit you to approve the improvement in accordance to sections 1515.20 to 1515.29 inclusive of the Ohio Revised Code. We recommend your approval and cooperation.

The meeting was adjourned at 10:30 a.m.  
Auglaize Soil and Water Conservation District  
s/Lou Brown

and,

**WHEREAS**, the Board of County Commissioners, Auglaize County, Ohio does recognize the need for the Culliton Subsurface Ditch project as recommended by the Auglaize County Soil and Water Conservation District Board of Supervisors; pursuant to the findings by said Board of Supervisors as shown in the above minutes.

**THEREFORE BE IT RESOLVED** that as the Board of County Commissioners, Auglaize County, Ohio, having been in attendance at the Culliton Subsurface Ditch legal hearing held October 22, 2015 and hearing all testimony for, and objections against the improvement, is in agreement with the Auglaize Soil and Water Conservation District on the following findings:

- Construction of improvement will improve water management and development in the project area.
- Cost of improvement was less than benefits to the project area.
- Improvement will benefit the lands by promoting the economical and social development of the area.

and,

**BE IT FURTHER RESOLVED** pursuant to the Ohio Revised Code, Section 1515.21, said Board does hereby accept the recommendation for the need of the construction of Culliton Subsurface Ditch located in Moulton Township; and does further certify the estimated assessments for this project; and,

**BE IT FURTHER RESOLVED**, that the Board witnessed at the SWCD public hearing held October 22, 2015 that the landowners determined: the completion date for the project will be October 1, 2016 and the financing for those not paying their assessment in cash shall be eight years (16 semi-annual installments); and

**BE IT FURTHER RESOLVED**, that the Board does set the date and time to receive bids for the Culliton Subsurface Ditch project for **December 10, 015 at 10:00 a.m.**, in the office of the Auglaize County Commissioners, Chambers – Administration Building, 209 S. Blackhoof Street – Room 201, Wapakoneta, Ohio; and,

**BE IT STILL FURTHER RESOLVED** that said Board authorizes the County Engineer to proceed with the necessary legal steps to cause the above mentioned sale; and,

**BE IT STILL FURTHER RESOLVED** that the records, hereby show that a set of plans and specifications for the Culliton Subsurface Ditch are on file in the office of the Auglaize County Engineer, thus making a permanent record in said Engineer's office for further reference.

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

Adopted this  
29th day of  
October, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman ye  
John N. Bergman

✓ cc: County Engineer  
✓ Soil & Water Conservation Office

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**IN THE MATTER OF ACCEPTING THE RESIGNATION OF JARED LEHMAN TO THE WORK INVESTMENT ACT (WIA) BOARD.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners adopted Resolution #11-296, re-appointed Jared Lehman to the Work Investment Act (WIA) Board; and,

**WHEREAS**, Jared Lehman, on October 27, 2015, submitted to the Board of County Commissioners, a letter of resignation from his position on the Work Investment Act (WIA) Board.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby acknowledge Jared Lehman's resignation from the WIA Board; and,

**BE IT FURTHER RESOLVED** that said Board does extend its appreciation to Mr. Lehman for his dedication and service given to the Work Investment Act (WIA) Board.

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

Adopted this  
29th day of  
October, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer  
Douglas A. Spencer Yes

Don Regula  
Don Regula Yes

John N. Bergman  
John N. Bergman Yes

- ✓ cc: Jared Lehman
- ✓ ACDJFS – Mike Morrow
- ✓ Tri-county WIA Board – Angela Nickell

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

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

<u>Public Assistance Fund:</u>	<u>From:</u>	<u>To:</u>
\$110,000.00	006.0008.536600 (Health Ins)	006.0008.530600 (Contract Services)
\$100,000.00	006.0008.536600 (Health Ins)	006.0008.530900 (Other
\$100,000.00	006.0008.536600 (Health Ins)	006.0008.538600(General Relief
\$ 60,000.00	006.0008.530400 (Equipment)	006.0008.510200 (Salaries)
\$ 8,000.00	006.0008.538900 (Day Care)	006.0008.532800 (Facilities)

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

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

Adopted this  
29th day of  
October, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes  
Douglas A. Spencer

Don Regula Yes  
Don Regula

John N. Bergman Yes  
John N. Bergman

cc: County Auditor  
County Administrator  
JFS Director – Mike Morrow