

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM HUME SUPPLY INC FOR THE DEMO OF A BARN LOCATED AT 13093 INFIRMARY ROAD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of September, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Hume Supply Inc. has submitted a proposal of \$4,990.00 for demo of a barn located at 13093 Infirmary Road, Wapakoneta, Ohio with the following scope of work to include material and/or labor:

- Remove and salvage approximately 20 pieces of slate for future use by other, turn over to owner;
- Material hauled to an EPA approved site;
- Foundations broken and removed from 12” below grade;
- Slab concrete to be hauled off site;
- Import 42 cubic yards of fill dirt and top soil, level to perimeter grade;
- Demo permit not included in the cost;
- Seeding of building footprint, is included;
- Plus \$250.00 for an asbestos inspection.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the President of the Board, Don Regula, to execute the proposal from Hume Supply Inc. for \$5,240.00 for the demo of the barn located at 13093 Infirmary Road and to include the asbestos inspection; and,

BE IT FURTHER RESOLVED that said Board of Commissioners does hereby authorize County Administrator to proceed with the scheduling of the demo of the barn located at the Auglaize Acres facility per the above mentioned proposal.

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

Adopted this
13th day of
September, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

✓cc: Hume Supply Inc.
✓ Auglaize Acres

IN THE MATTER OF APPROVING THE GRANT AGREEMENT DOCUMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS, AIP PROJECT NO. 3-39-0084-018-2016; AUTHORIZING PAYMENT OF THE LOCAL MATCH BY THE COUNTY; AUTHORIZING THE EXECUTION OF SAME BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 13th of September, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio, has received a Grant offer issued by the authority of the Administrator of the Federal Aviation Administration (FAA) on behalf of the United States to pay the Government's share of the allowable project costs of AIP Project No. 3-39-0084-018-2016, up to a maximum of \$91,973.00 for the following: "Rehabilitate Taxiway [A(approximately 415' X50'), AI (approximately 284' X 35'), B (4,808' X35')] & C (approximately 432' X 60") – concrete panel repair, crack seal and marking- final reimbursement]; Rehabilitate Parking Apron (approximately 84SY - panel repair, crack seal and marking – final reimbursement) at the Neil Armstrong Airport as set forth in the offer for the subject project.; and,

WHEREAS, an Attachment A, "Special Conditions" has been included in the grant document as forwarded by the FAA to the Board of County Commissioners; and,

WHEREAS, a local match of funding in the amount of \$5,110.00 and a 5% State of Ohio match of funding in the amount of \$5,110.00 is required for this grant with the Board of County Commissioners agreeing to assume payment of said match; and,

WHEREAS, it is necessary for the Board of Auglaize County Commissioners, serving as sponsors for the grant, to execute the grant offer with Attachment (A) document.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Federal Aviation Administration Grant offer for the AIP Project No. 3-39-0084-018-2016 in the amount of \$91,973.00 as presented; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes the payment of the local match of \$5,110.00 to be made with County funds and State of Ohio match of \$5,110.00; and,

BE IT FURTHER RESOLVED that said Board does authorize the President of the Board of Auglaize County Commissioners, Don Regula to execute the grant offer document with Attachment (A), on behalf of said Board of County Commissioners and the Neil Armstrong Airport Authority.

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

Adopted this
13th day of
September, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

- ✓ cc: FAA, Detroit Airports District Office – Stephanie R. Swann., Acting Manager
- ✓ County Administrator
- ✓ Delta Airport Consultants, Inc. – Steve Potoczak
- ✓ Auglaize County Airport Authority
- ✓ State Aviation Official



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer September 9, 2016

Airport/Planning Area Neil Armstrong

AIP Grant Number 3-39-0084-018-2016

DUNS Number 134002468

TO: Auglaize County Board of Commissioners, Ohio
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 9, 2016 , for a grant of Federal funds for a project at or associated with the Neil Armstrong Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Neil Armstrong Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiways [A (approximately 415' X 50'), A1 (approximately 284' X 35'), B (4,808' X 35') & C (approximately 432' X 60') -concrete panel repair, crack seal and marking- final reimbursement];

Rehabilitate Parking Apron (approximately 84 SY- panel repair, crack seal and marking – final reimbursement)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY

OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$91,973. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$91,973 for airport development or noise program implementation
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343). The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 16, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.

22. AIP Funded Work Included in a PFC Application:

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

23. Exhibit “A” Property Map. The Exhibit “A” Property Map dated July 25, 2007, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. Environmental. The environmental approval for this project was issued on August 5, 2016. This project includes the following mitigation measures:

None

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

- 25. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement, and;
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

26. Maintenance Project Life. The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

27. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

28. Consultant Contract and Cost Analysis. The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


(Signature)

Stephanie R. Swann
(Typed Name)

Acting Manager, Detroit Airports District
Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹
Executed this 13th day of September, 2016
(Day) (Month)

Auglaize County Board of Commissioners,

Ohio

(Name of Sponsor)


(Signature of Sponsor's Authorized Official)

By: Don Regula
(Printed/Typed Name of Sponsor's Authorized Official)

Title: President, Auglaize County Board of Commissioners
(Printed Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Edwin A. Piers acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Wapakoneta (location) this 13th day of Sept., 2016
Ohio (City, State) (Day) (Month)

By: 
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO MAKE PERMANENT DITCH MAINTENANCE ASSESSMENTS TO DITCH FUNDS AS DIRECTED BY THE COUNTY ENGINEER.

The Board of Auglaize County Commissioners met in regular session on the 13th day of September, 2016.

Commissioner Bergman made the motion to adopt of the following:

RESOLUTION

WHEREAS, Doug Reinhart, County Engineer submitted a letter to the Board of County Commissioners requesting that the Board certify the following ditch maintenance assessments percentages to the Auglaize County Auditor, which are to be included in the next succeeding real estate tax collection; and,

WHEREAS, these maintenance assessments are needed to replenish each ditch maintenance fund for past, present and future maintenance work:

<u>DITCH NAME</u>	<u>DITCH MAINTENANCE ACCOUNT NUMBER</u>	<u>PERCENTAGE OF ORIGINAL ASSESSMENT TO BE LEVIED</u>
Bailey	400	15%
Barnes	401	10%
Blackhoof	403	20%
Brackney	405	3%
Grassley Link	406	6%
Moorman	407	5%
Clear Creek	408	3%
Cook	409	3%
Craft #1	410	20%
Dabbelt	412	20%
Waterman	413	10%
Doering	414	20%
Emerson	416	20%
Frazier #2	418	20%
Grassley	419	10%
Gutman #1	420	20%
Haufhaus	421	3%
Heidt #1	422	20%
Heinrich	423	10%
Hemmert	424	20%
Howell	425	10%
Hunt	426	5%
Davis Joint	427	20%
Grubbs	428	15%
Kaiser	429	5%
Kaufman	430	20%
Hengstler	433	5%
Klosterman	434	20%
Lotridge #1	435	5%
Lhamon	436	5%
McName-Petesen Br.	437	10%
McName-Phillips Br.	438	5%
Metz	439	10%
Moeller	440	5%
Place	442	5%
Vornholt	443	2%
Porter-Lateral	444	3%
Potts	445	10%
Pusheta	446	5%
Ramga	447	20%
Seibert	448	10%
Reichelderfer	449	20%
Ritchie #1	450	20%
Roediger #1	451	5%
Rohrbaugh-Severt #1	452	20%
St. Joe	453	20%
Sellers #1	456	5%
Shaffer	457	15%
Six Mile	459	20%
Sprague	460	20%

Resolution – continued
 Percentage for Ditch Maintenance Assessments
 September 13, 2016 – page 2

Spray	461	20%
Swartz Joint (Logan)	462	20%
Thrush	463	20%
Wallace Fork #1	465	15%
Waesch	466	10%
Warman	467	10%
Werner #1	468	20%
Wierwille	470	20%
Wright #1	471	20%
Wuebker	472	2%
Young	473	5%
Herbst	474	20%
Blasé	475	20%
Fledderjohann	476	20%
Sellers #2	477	2%
Bush #1	478	5%
Kaeck	479	5%
McCune	480	5%
Miller	482	20%
Mallory	484	2%
Clause	485	5%
Geiger-Doseck	486	15%
Muchinnippi	487	3%
Schultz	488	20%
Simms-Minnich	489	20%
Swartz Joint w/Van Wert	490	20%
Ritchie #2	491	1%
Doorley	493	2%
Roediger #2	495	5%
Henkener	496	5%
Bayshore	497	10%
Haberkamp	498	10%
Mile Creek	499	1% by joint county resolution
Bauer	700	2%
Foltz	701	15%
Hussey	704	1%
Virginia Creek	706	5%
Werner No. 2	707	15%
Weirth	708	2%
Wright #2	709	20%
Benzing	710	2%
Craft #2	711	10%
Crow	713	20%
Tulley	715	5%
Wissman #1	716	15%
Fisher	718	15%
Trotter	719	10%
Spangler	720	10%
Clover	721	1%
Schneider	723	1%
Akers	724	4%
Wallace Fork #2	728	5%
Waynesfield West	729	3%
Miami & Erie Canal	730	5%
Gray-Harrod	731	2%
Krites	732	20%
Egley	736	1%
Eisert	737	15%
Doseck #2	740	5%
Price	741	10%
Eisley	742	10%
Elsass	744	20%
Comus	745	3%
Limbert	746	2%
Santomieri	747	20%
Owl Creek	749	5%
Vondenhuevel	752	1%
Kellermeyer	753	10%
Meyer #2	754	10%

Resolution – continued
 Percentage for Ditch Maintenance Assessments
 September 13, 2016 – page 3

Cogan	755	20%
Evans	756	5%
Schaub	757	10%
Haberkamp-Jett	760	1%
Huffman Run #2	762	10%
Wiesenmayer	763	20%
Kerr	765	15%
Ruck	769	5%
Schaub-Helminger	770	2%
Prairie Creek	773	6%
Huenke	774	2%
Kilger	776	3%
Rapp-Kill	780	2%
Berg-Bauer	781	1%
Cisco	782	2%
Shipp	783	3%
Dry Run	785	20%
Sudman	788	2%
Kohler #1	790	10%
Kohler #2	791	10%
Kohler #3	792	5%
Egley #2	793	2%
Bills	798	1%
St. Marys River	799	10% by joint county resolution
Blew	803	2%
Smith	804	5%
Cook No. 2	805	10%
Vogel	806	3%
Warman #2	809	5%
Parker	811	1%
Knueve	812	1%
South Ridge Pond	813	2%
Sellers #3	816	1%
Downey	821	2%
Grubbs 2	822	1%
Wilker	825	2%
Barnt	830	5%
Waynesfield Northeast	835	1%
Shearer #3	837	5%
Stoner	838	1%
Zink	839	5%
Simms Run	840	5%
Luedeke	843	2%
Muddy Creek	856	4%
Mack	862	5%
Jacob	863	1%
Prairie Creek Branch 2	869	5%

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the County Auditor to make the ditch maintenances assessments as before listed.

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

Adopted this
 13th day of
 September, 2016

BOARD OF COUNTY COMMISSIONERS
 AUGLAIZE COUNTY, OHIO

Don Regula yes
 Don Regula
John N. Bergman yes
 John N. Bergman
Douglas A. Spencer yes
 Douglas A. Spencer

cc: County Engineer
 County Auditor