

**IN THE MATTER OF APPROVING THE GRANT AGREEMENT DOCUMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS, AIP PROJECT NO. 3-39-0084-019-2018; AUTHORIZING PAYMENT OF THE LOCAL MATCH BY THE COUNTY; AUTHORIZING THE EXECUTION OF SAME BY THE PRESIDENT OF THE BOARD.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 18th of September, 2018.

Commissioner Regula 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. 3-39-0084-019-2018, up to a maximum of \$599,463.00 for the following: "Improve Terminal Building [Airport Utilities (Construction (2,300 LF) and Water (2,400 LF): Improve Airport Drainage (Construction – Stormwater Detention System) Phase 3/6 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 \$33,304.00 and a 5% State of Ohio match of funding in the amount of \$33,303.00 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. 3-39-0084-019-2018 in the amount of \$599,463.00 as presented; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners authorizes the payment of the local match of \$33,304.00 to be made with County funds and State of Ohio match of \$33,303.00; and,

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

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

Adopted this  
18th day of  
September, 2018

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: FAA, Detroit Airports District Office –  
Stephanie R. Swann/Paula Ransom  
County Administrator  
Delta Airport Consultants, Inc. – Steve Potoczak  
Auglaize County Airport Authority  
State Aviation Official



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**RECEIVED**  
**SEP 17 2018**  
Board of County Commissioners  
Auglaize County, Ohio

## GRANT AGREEMENT

### PART I – OFFER

Date of Offer	September 14, 2018
Airport/Planning Area	Neil Armstrong
AIP Grant Number	3-39-0084-019-2018
DUNS Number	080984560
TO:	Auglaize County Board of Commissioners (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 July 3, 2018, 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:

Improve Terminal Building [Airport Utilities (Construction - Sewer (2,300 LF) and Water (2,400 LF);  
Improve Airport Drainage (Construction - Stormwater Detention System) Phase 3/6

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 \$599,463. 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

\$599,463 airport development or noise program implementation; and,

\$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 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 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. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. 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 20, 2018, 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 for 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. 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 agreement.
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 or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

**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 the 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. 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.

**22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 9, 2003, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**23. Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or
  - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**24. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable its ACDBE program.

**25. Environmental.** The environmental approval for this project was issued on July 24, 2015.

**26. 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.

**27. Utility Relocation in Project.** The Sponsor understands and agrees that:

- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities exclusively serve the Airport.

**28. 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; and,
- 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.

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)

John L. Mayfield, Jr.

(Typed Name)

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.<sup>1</sup>

Executed this 18<sup>th</sup> day of September, 2018.  
(Day) (Month)

Auglaize County Board of Commissioners

(Name of Sponsor)

Douglas A. Spencer

(Signature of Sponsor's Authorized Official)

By: Douglas A. Spencer

(Typed Name of Sponsor's Authorized Official)

Title: President 18, 2018

(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Edwin A. Pierce, 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, Ohio (location) this 18<sup>th</sup> day of Sept., 2018  
(City, State) (Day) (Month)

By: Edwin A. Pierce

(Signature of Sponsor's Attorney)

<sup>1</sup>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.



## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

##### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**IN THE MATTER OF RATIFYING THE EXECUTION OF THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NORTHWESTERN OHIO COMMUNITY ACTION COMMISSION SUBGRANT AGREEMENT FOR THE CHILD CARE PROGRAM SUBGRANT AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of September, 2018.

Commissioner Regula the adoption of the following:

**RESOLUTION**

**WHEREAS**, this subgrant agreement is made pursuant to a grant award to the Auglaize County Department Job & Family Services ("Grantor") and the Northwestern Ohio Community Action Commission ("Subgrantee") and is to authorize the Subgrantee to perform specified administrative functions necessary to meet federal and state requirement for providing publicly funded child care services to eligible recipients in Auglaize County. This Subgrant Agreement is made pursuant to a grant award to the Grantor by the Ohio Department of Job and Family Services (ODJFS) and is not for research and development purposes. The grant award is under the authority of Child Care and Development Block Grant CFDS Number 92.575 and TANF Regular Fund CFDA Number 93.558 and TANF Admin Fund CFDA Number 93.558; and,

**WHEREAS**, it is a requirement that the Board of County Commissioners enter into a subgrant agreement with the Auglaize County Job and Family Services (ACDJFS) and Northwestern Ohio Community Action Commission for the benefit of Auglaize County Department of Job and Family Services; and,

**WHEREAS**, the subgrant agreement includes language to help ensure counties remain in compliance with federal and state law, such as provisions that require ODJFS to provide technical assistance, training and monitoring to counties; and,

**WHEREAS**, this subgrant agreement shall not exceed \$40,000.00 for the period of October 1, 2018 through September 30, 2019 which includes child care administration and child care non-administration.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby agree to and does authorize the execution of the ACDJFS and Northwestern Ohio Community Action Commission Subgrant Agreement.

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

Adopted this  
18th day of  
September, 2018

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 Department of Job & Family Services –  
Michael Morrow

**IN THE MATTER OF APPROVING THE CONTRACTOR'S PAY REQUEST #1 FROM HELMS & SONS EXCAVATING, INC. FOR THE VILLAGE OF BUCKLAND 2018 CDBG RESURFACING PROJECT, USING PY 2017 CDBG ALLOCATION PROGRAM FUNDS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of September, 2018.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on April 3, 2018, Resolution #18-138, the Board of County Commissioners awarded the bid for the PY 2017 CDBG Allocation Program project of the Village of Buckland 201 CDBG Resurfacing Project to Helms & Sons Excavating, Inc. at the cost of \$48,253.24; and,

**WHEREAS**, on September 13, 2018 Resolution #18-359, the Board of County Commissioners approved the Change Order No. 1 in the amount of \$771.36 to decrease the contract to \$47,481.88; and,

**WHEREAS**, the Board of County Commissioners has now been presented with a Contractor's Pay Request #1 in the amount of \$47,481.88 from Helms & Sons Excavating, Inc. through Choice One Engineering and the Village of Buckland.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #1 in the amount of \$47,481.88, and does authorize execution by the President of the Board of County Commissioners for said Contractor's Pay Request #1 from Helms & Sons Excavating, Inc., through the Choice One Engineering and the Village of Buckland.

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

Adopted this  
18th day of  
September, 2018

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: Poggemeyer Design Group – Gayle Flaczynski  
✓ Helms & Sons Excavating, Inc.  
✓ Village of Buckland  
✓ Choice One Engineering – Andy Shuman



**IN THE MATTER OF APPROVING A CONTRACTOR'S PAY REQUEST #4 AND #5 FROM SHINN BROS., INC. FOR THE AIRPORT DRAINAGE AND UTILITY REHABILITATION PROJECT – DELTA PROJECT NO. 14012 FOR THE NEIL ARMSTRONG AIRPORT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of September, 2018.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on December 28, 2017, Resolution #17-539, the Board of County Commissioners awarded the bid for the Airport Drainage and Utility Rehabilitation Project Delta Project No. 14012 at the cost of \$748,085.50; plus change order #1 for \$40,603.35 for a total cost of \$788,688.85; and,

**WHEREAS**, the Board of County Commissioners has now been presented with a Contractor's Pay Request #4 in the amount of \$98,037.85 with a retainage of \$10,893.10 and Contractor's Pay Request #5 in the amount of \$5,310.00 with a retainage of \$590.00 from Shinn Bros., Inc. through Delta Airport Consultants.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #4 in the amount of \$98,037.85 with a retainage of \$10,893.10 and Pay Request #5 in the amount of \$5,310.00 with a retainage of \$590.00 and does authorize the execution by the President of the Board of County Commissioners for said Contractor's Partial Pay #4 and #5.

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

Adopted this  
18th day of  
September, 2018

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: Delta Airport Consultants – Steve Potoczak
- ✓Shinn Bros. Inc.
- ✓Airport Manager
- ✓Airport Authority