

IN THE MATTER OF CERTIFYING DELINQUENT SEWER BILLS TO THE COUNTY AUDITOR FOR PLACEMENT ON THE PROPER REAL ESTATE TAX DUPLICATES; RATIFYING THE EXECUTION OF SEWER DELINQUENCIES LISTING AS SUBMITTED BY THE SANITARY ENGINEER'S DEPT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of September, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Sanitary Engineer's Secretary, Julie Schneider, informed the Board of County Commissioners that county property owners using county owned sewage treatment plants, have delinquent charges on their quarterly sewer bills; and,

WHEREAS, the County Prosecuting Attorney Ed Pierce advised the Board that it is necessary for said Board to certify these delinquent charges to the County Auditor for placement on the proper real estate tax duplicates for collection; and,

WHEREAS, a list showing these delinquencies was presented to the Board by the Auglaize County Sanitary Dept., along with a request for the delinquencies to be certified to the County Auditor for placement on real estate tax duplicates.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby ratify the execution of the Sewer Delinquencies assessments list by the Vice President of the Board of County Commissioners, Douglas A. Spencer; and,

BE IT FURTHER RESOLVED that this sewer delinquencies assessments list is hereby certified to the County Auditor for placement of said delinquencies on the proper real estate tax duplicates for collection.

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

Adopted this
7th day of
September, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

attachment

cc: ~~County Sanitary Engineer~~
~~County Auditor~~

In Accordance with Section 6117.02 of the Ohio Revised Code

Date: September 5, 2023


For Tax Year: 2022

Township/

Municipality - Auglaize

Signature of Official:

Assessment Name – Sewer Delinquencies



Ordinance # 23-440

Title: Vice President

NAME	PARCEL I.D.	AMOUNT
Seale, Andrew	G22-251-007-00	Beverly Hills \$109.25
Jenkins, Chris	G22-253-006-00	Beverly Hills \$191.73
Hughes, Jeffrey	K31-103-017-00	Pleasantview \$224.07
Wingate, Jodi	B05-192-012-00	Sherwood Forest \$293.87
Baumgardner, Scott	L33-200-128-02	Uniopolis \$180.18
Benfield, Jeff	L33-200-049-00	Uniopolis \$180.18
McComber, Eric	L33-200-040-00	Uniopolis \$180.18
McDaniel, Jessie	L33-200-017-00	Uniopolis \$180.18
Rosebrook, Todd	L33-200-062-00	Uniopolis \$180.18
Shaner, Dan	L33-200-024-00	Uniopolis \$180.18
Engle, Stephanie	K31-171-007-00	Grand Lake \$397.09
Fox, Travis	K31-191-006-00	Grand Lake \$189.09
Hawkey, Ronald	K31-171-035-00	Grand Lake \$170.19
Hooker, Teena	K31-017-002-02	Grand Lake \$126.06
McKee, June	K31-017-007-00	Grand Lake \$189.09
Payne, Ryan	K31-019-012-06	Grand Lake \$188.09

Date: September 5, 2023

For Tax Year: 2022

Township/

Municipality - Auglaize

Signature of Official:

Assessment Name – Sewer Delinquencies



Ordinance # 23 - 440

Title: Vice President

NAME	PARCEL I.D.	AMOUNT
Slaven, Chad	K31-017-021-00	Grand Lake \$189.09
Hussy Zeigler, Martha	K31-055-009-00	Sandy Beach \$203.68
Nick Buschur Trustee	K31-062-086-00	Sandy Beach \$203.68
Newbauer, Matthew	K31-053-022-00	Sandy Beach \$321.04
Roberts, Joseph	K31-053-027-00	Sandy Beach \$203.68
Stroh, Dillon	K31-006-005-01	Sandy Beach \$203.68

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A LOCAL JAIL CAPITAL PROJECT GRANT AGREEMENT WITH RESPECT TO THE AUGLAIZE COUNTY JAIL FACILITY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of September, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners of the County of Auglaize (the "Board") desires to enter into a LOCAL JAIL CAPITAL PROJECT AGREEMENT (the "Agreement"), with the Ohio Department of Rehabilitation and Correction (the "Department") concerning the Auglaize County Jail Facility in the County (the "Project") in accordance with the terms hereof and the Agreement.

THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. Any two members of the Board of County Commissioners of the County are authorized and directed to execute and deliver, in the name and behalf of the County, the Agreement, in substantially the form submitted to and now on file with the County, which is hereby approved, with such changes therein not inconsistent with this Resolution as may be approved by such members of the Board. The approval of such changes by this Board shall be conclusively evidenced by the execution of the Agreement by such County Commissioners.

Section 2. Each member of the Board and other county officials are each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to affect the intent of this Resolution.

Section 3. It is found and determined that all formal action of this Board concerning and relation to the adoption this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

Adopted this
7th day of
September, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

Attachment

cc: Ohio Department of Rehabilitation and Correction
✓HDR
✓Auditor

LOCAL JAIL CAPITAL PROJECT GRANT AGREEMENT

Ohio Department of Rehabilitation and Correction

Auglaize County Jail Project

This Local Jail Capital Project Grant Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio (the "State"), Ohio Department of Rehabilitation and Correction, (hereinafter referred to "state" or as "ODRC"), acting by and through its Director, pursuant to Sections 154.17, 5120.01 and 5120.10 of the Ohio Revised Code and House Bill 687, of the 134th General Assembly of the State of Ohio and the County of Auglaize, a county and Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative (ODRC and the Grantee, collectively, the Parties). This Agreement becomes effective upon the date it is last signed by all the Parties ("Effective Date").

RECITALS

Pursuant to House Bill No. 687, of the 134th General Assembly of the State of Ohio, bonds were issued by the Ohio Treasurer of State from which funds were appropriated to make a grant to the Grantee for the costs associated with capital improvements to Auglaize County Jail in appropriation item C50100, as more fully described in Exhibit A 'Project Description' (hereinafter referred to as "Project").

The General Assembly has identified the Adult Correctional Building Fund (Fund 7027), created and existing under Section 154 of the Revised Code, as the fund from which these monies will be disbursed.

Pursuant to ORC Chapter 154 and Article VIII Section 2I of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for Local Jails, all as defined and fully described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODRC to provide funding to the Grantee for the Project under this Agreement. Because ODRC is funding the Project with proceeds of those Bonds, ODRC requires that the Grantee make certain representations, warranties and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and State laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW, THEREFORE, for the purpose of providing the funds to the Grantee pursuant to House Bill No. 687 of the 134th General Assembly, the parties hereto covenant and agree as follows:

- 1. FUNDING AMOUNT.** ODRC agrees to provide the Grantee Two Million Thirty-Five Thousand Nine Hundred and Seventy Dollars (\$2,035,970.00), via qualifying reimbursement, to be used

toward the total cost of the Project. In no event shall ODRC's payment to Grantee exceed Two Million Thirty-Five Thousand Nine Hundred and Seventy Dollars (\$2,035,970.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not spent shall be returned in full to the State of Ohio.

2. **PROJECT DESCRIPTION.** The Grantee shall use the grant funds to be used for the sole and express purpose of undertaking and completing the capital project, as more fully described in Exhibit A attached hereto.

3. **COMMENCEMENT AND TERMINATION DATES.** This Agreement commences on its effective date and will, unless otherwise earlier terminated as provided herein, expire on the later of: i) 20 years from the date of Project completion; or ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). It is estimated Grantee shall complete the Project on or before _____, 20__.

4. **NO RESTRICTIONS OF RECORD.** The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as an adult correctional facility. The Grantee represents that it is the fee simple owner or has a long-term lease with a term longer than the Term hereof, of the property as described on Exhibit B attached hereto, on which the Project will be located.

5. **CONSTRUCTION SERVICES.** If applicable, the Grantee represents that at the time of facility development with the proceeds of this Agreement it will contract for all construction services for the Project and will provide construction administration. The Grantee shall have the full authority to contract with appropriate persons for the design and construction of the Project. The Grantee will secure all necessary permits and/or licenses for the Project. The Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.

6. **OPERATION, MAINTENANCE, AND UPKEEP.** The Grantee, or its assigns approved by ODRC, shall be solely responsible for the operation, maintenance, and upkeep of the Project acquired or developed pursuant to this Agreement, and shall take all actions reasonably necessary to ensure that the Project is used in the intended purpose during the Term. Failure to comply with this provision or any other provision of the Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODRC to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds used to finance the grant to the Grantee over (y) the total number of months that such Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODRC, and ODRC shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission.

7. **REMITTANCES.** If for any reason funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

- 8. COPY WITH REMITTANCE.** Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODRC.
- 9. CONVEYANCE OF INTEREST IN PROJECT TO ODRC.** As security for the performance of the Grantee's obligations under this Agreement, the Grantee hereby conveys to the ODRC an interest in the property upon which the Project shall be located, consisting of the right to use and occupy the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by the Grantee. This long-term interest shall be in effect during the Term of this Agreement. The Grantee hereby acknowledges and agrees that the ODRC may assign or convey such right to use and occupy such facilities to the Ohio Public Facilities Commission or such other State agency selected by ODRC, and Grantee does hereby consent to such assignment or conveyance. In addition, ODRC has entered into a lease with the Ohio Public Facilities Commission relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect Grantee's Project or the use thereof. The ODRC acknowledges that, absent a default by Grantee, ODRC has no right to use or occupy the Project. ODRC shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.
- 10. PROHIBITION AGAINST DISPOSITION.** The Grantee shall not dispose of all or any part of the Project funded by ODRC through the Term of this Agreement without the prior written consent of ODRC and the Ohio Public Facilities Commission, which consent shall not be unreasonably withheld. All notices, demands, requests, consents, approvals and other communications to the Ohio Public Facilities Commission shall be addressed as follows:
- Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary
- 11. WAIVER OF LIABILITY.** On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against ODRC, the OPFC, the Treasurer or any department, agency or official of the State of Ohio in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. The Grantee forever releases and waives any and all claims it may ever possess or assert against ODRC and all employees, agents, officials and contractors and attorneys of same in relation to the Project.
- 12. INSURANCE.** Unless otherwise agreed by ODRC, the Grantee shall maintain, or cause to be maintained, at no cost to the State, commercial general liability insurance and property insurance to insure the ODRC, the OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury,

advertising injury and employer's liability exposures of the Grantee. Unless otherwise agreed by ODRC, such insurance shall remain in force at all times from the date hereof through the Term of this Agreement.

Self-Insurance

Instead of providing the general liability and property insurance above, the Grantee may name the ODRC, the OPFC, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of the Grantee, in order to meet the insurance requirements set forth herein.

- (a) If the Grantee has a self-insurance program created under ORC Section 2744.08, by signing this Agreement, the Grantee hereby insures the ODRC, the OPFC, the Treasurer and the State as additional insureds under its self-insurance program to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposure of the Grantee related to the Project or the operation of the Project.
- (b) If the Grantee is part of a joint self-insurance pool created under ORC Section 2744.08, the Grantee shall provide certification from the pool's qualified risk assessor that such self-insurance program will insure the ODRC, the OPFC, the Treasurer and the State as additional insured and/or loss payees in an amount sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Grantee.
- (c) The Grantee certifies that its self-insurance program or joint self-insurance pool complies with ORC Sections 2744.08 and 2744.081.

13. BONDED AND INSURED EMPLOYEES AND AGENTS. Prior to release of funds by the Controlling Board, Grantee will provide ODRC with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

14. PUBLIC FUNDS COMPLIANCE. The Grantee will assure compliance with all applicable Federal, State, and local laws and regulations pertaining to handling, management and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If the Grantee is a political subdivision of the State, grant funds shall be held in compliance with Chapter 135 of the Ohio Revised Code.

15. REPORTS AND RECORDS. The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODRC and Ohio Public Facilities Commission for a period of not less than eighteen (18) years after the date of Project closeout. These reports and records shall include a description

of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. The Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State of Ohio may audit this Project at any time, including before, during and after completion. The Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

16. RESTRICTIONS ON EXPENDITURES. The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds Granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules and requirements.

17. DETERMINATION OF INELIGIBILITY. If it is determined by an audit by the Auditor of State or any department, agency or official of the State of Ohio or other proper means that any Project expense is ineligible, or not properly documented, the Grantee will repay that amount in full to the State of Ohio.

18. NO FINDING FOR RECOVERY. The Grantee represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that Section. The Grantee agrees that if this representation or warranty is determined by ODRC to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

19. PROJECT NONDISCRIMINATION. The Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.

20. EMPLOYMENT NONDISCRIMINATION. The Grantee will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.

21. ODRC RIGHT TO TERMINATE. The State of Ohio reserves the right to terminate this Agreement if the Grantee is determined by ODRC to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

22. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE. The Grantee will assure that monies expended under this Agreement are spent in conformity with their intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and Chapter 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-007, then the Grantee shall report the funds it acquires through this Agreement as a separate column identified consistent with the Project description in appropriation item C50100 – Local Jails. If Grantee is not required to submit the report identified above in this paragraph, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be sent to the address provided in Auditor of State Bulletin 2015-007.

The Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the work hereunder and acknowledges that its employees are not employees of the ODRC with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws.

The Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. The Grantee shall repay the ODRC for any funds improperly expended. Additionally, the Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to working capital expenditures) and are not used to refund or otherwise refinance existing debt of the Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. The Grantee agrees to consult with OPFC if the Grantee is uncertain of what expenditures are eligible to be financed with funds provided under this Agreement.

23. MODIFICATION. This Agreement may be modified if agreed to in writing by both parties.

24. ETHICS CERTIFICATION. The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

25. SEVERABILITY. Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or

the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

26. MISCELLANEOUS.

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of the ODRC.
- d. Notices. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
- e. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- f. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- g. Execution. This Agreement is not binding upon the ODRC unless executed in full and is effective as of the last date of signature by the ODRC.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

27. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.

IN TESTIMONY WHEREOF, the Grantee and the ODRC have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the Director or Designee of the Department of Rehabilitation and Correction signs this Agreement.

FOR THE GRANTEE:

Auglaize County



Signature

Douglas A. Spencer

Printed Name

Vice President

Title

STATE OF OHIO:

ODRC

Kerrie Ryan,

Deputy Director of Administration/CFO

Ohio Department of Rehabilitation and Correction

Date: _____

APPROVED AS TO FORM:

VENCOT O. BROWN, STAFF COUNSEL

Ohio Department of Rehabilitation and Correction

Date _____

State Treasurer of Ohio
30 East Broad Street, 9th Floor
Columbus, OH 43215

Ohio Department of Rehabilitation and Correction
4545 Fisher Road
Columbus, OH 43228

Ohio Public Facilities Commission
30 E. Broad Street, 34th Floor
Columbus, OH 43215

Re: Auglaize County Local Jail Capital Project

Ladies and Gentlemen:

I am the County Prosecutor of Auglaize County, Ohio (the "County"), and in that capacity, I am authorized to render this opinion. I am familiar with the Constitution and laws of the State of Ohio insofar as the same are relevant to the matters addressed herein. For the purpose of this opinion, I have reviewed such documents, proceedings of the Board of County Commissioners of the County (the "Board"), and other information as I have deemed necessary, including a resolution adopted by the Board on Sept. 7, 2023 (the "Resolution") authorizing the County to execute and deliver a **LOCAL JAIL CAPITAL PROJECT GRANT AGREEMENT** ("Agreement") between the Ohio Department of Rehabilitation and Correction and the Grantee in connection with the identified project at Auglaize County Jail Facility (the "Project").

Based upon the foregoing, I am of the opinion that:

1. The County is a validly existing county and political subdivision of the State of Ohio (the "State"), duly organized and existing under the Constitution and laws of the State.
2. The County has full power and authority to enter into the Agreement, to carry out the transactions contemplated by the Agreement and to perform its obligations thereunder.

3. The Board has duly adopted the Resolution. The execution, delivery and performance by the County of the Agreement have been duly authorized; the Agreement has been duly executed and delivered, and is a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except as the enforceability and binding effect thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors rights generally, and subject to the effect of rules (whether in proceedings in equity or at law) governing specific performance, injunctive relief and other equitable remedies.

4. No approval, consent or order of any governmental authority, board, agency or commission not heretofore obtained is required to permit the performance by the County of its obligations under the Agreement of Sublease.

5. No suit, action, proceeding or investigation is pending, nor to my knowledge threatened, against or affecting the County before any court or governmental department, commission, board, bureau, agency or other instrumentality which would have an adverse effect on the transactions contemplated by the Agreement of Sublease or the ability of the County to perform its obligations thereunder.

6. The execution and delivery by the County of the Agreement and the performance by the County of its obligations under the Agreement do not, to the best of my knowledge, (i) conflict with, result in a breach of, or constitute a default under, any resolution, indenture of trust or mortgage, loan or credit agreement, or any other agreement or instrument to which the County is a party or by which it is bound, or (ii) result in or require the creation or imposition of any mortgage, lien, security interest or other charge or encumbrance upon the Project Site, as defined in the Agreement, except as provided in such instrument.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Edwin A. Pierce", written over a horizontal line.

Edwin A. Pierce,

County Prosecutor

Auglaize County, Ohio

EXHIBIT A

Project Description

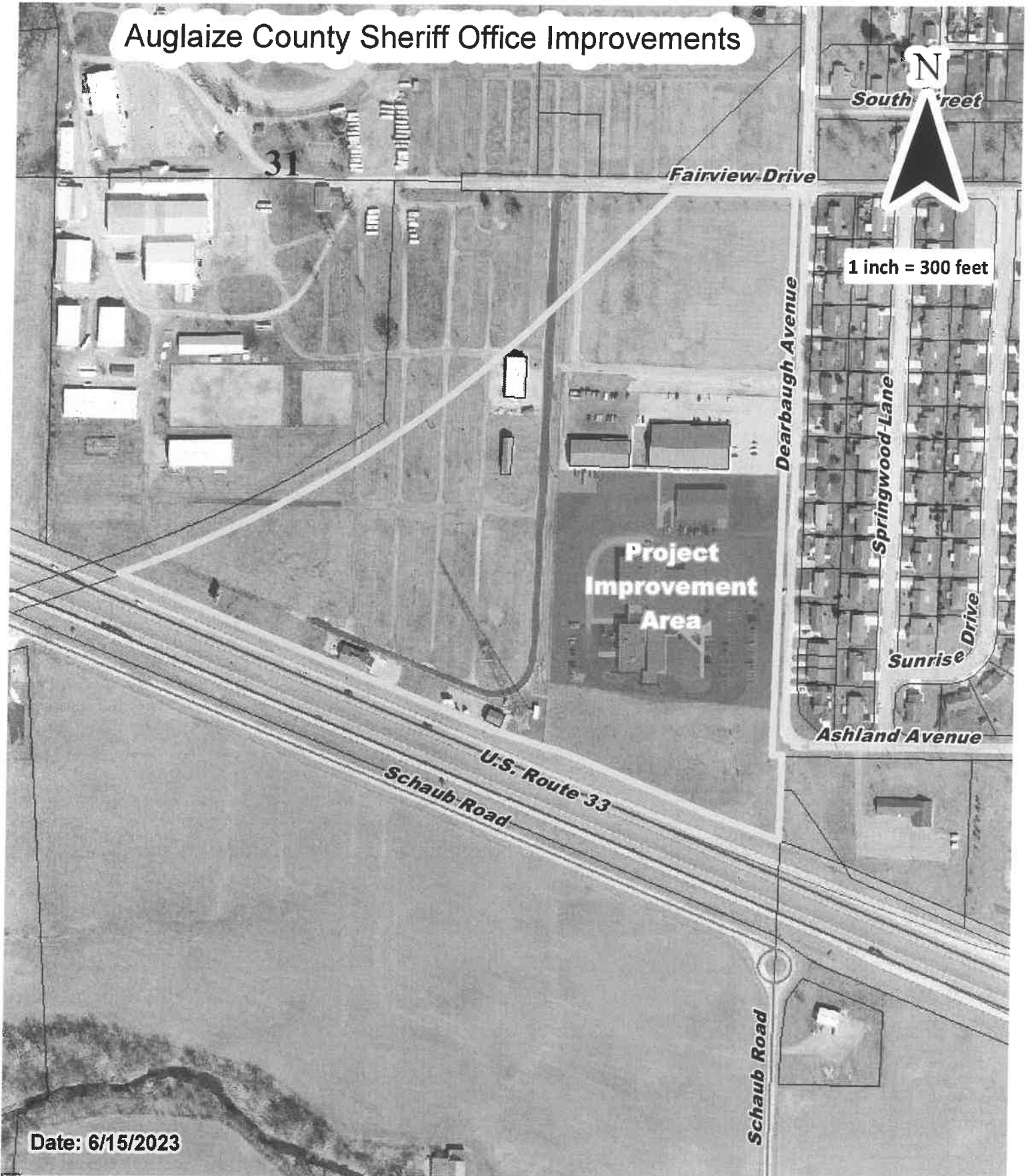
In June of 2021, Auglaize County authorized Henningson, Durham, & Richardson, Inc. (HDR) to provide justice consulting and planning services for a comprehensive assessment of the County's jail and criminal justice system as well as develop master planning options for the renovation and/or expansion of the Auglaize County Law Enforcement Center that includes the jail. A major conclusion of the study was that the existing jail needs to provide additional beds for an increased female population and to provide more appropriate housing for detainees with chronic medical needs and those experiencing symptoms of mental illness. Options were explored for adding beds and the County decided to move forward with an option to renovate and expand the number of beds within the existing jail.

The proposed project uses the Indoor Exercise Area to create two (2) new female housing units that are visible from the existing Central Control. One housing unit will have five (5) single-occupancy cells that will be used for female special needs classifications including administrative segregation, suicide watch, and acute mental health needs. Included among the cells, will be one (1) padded cell. The other female housing unit will be a 21-bed dormitory that will be used for minimum security classification. Adjacent to Central Control is the former non-contact visitation space. This area is no longer used for visitation since the County switched to video visitation. The proposed project renovates this area to create a male special needs housing unit with four (4) single-occupancy cells. The unit will house males with acute mental health needs and those on suicide watch. One (1) padded cell is included among the four (4) cells. The Outdoor Exercise Area will be converted to an Indoor Exercise Area. It will be designed with louvers (secured) in the exterior walls to allow fresh air into the space when applicable. Overall, this renovation will add 30 beds to the existing capacity.

EXHIBIT B

Property Description

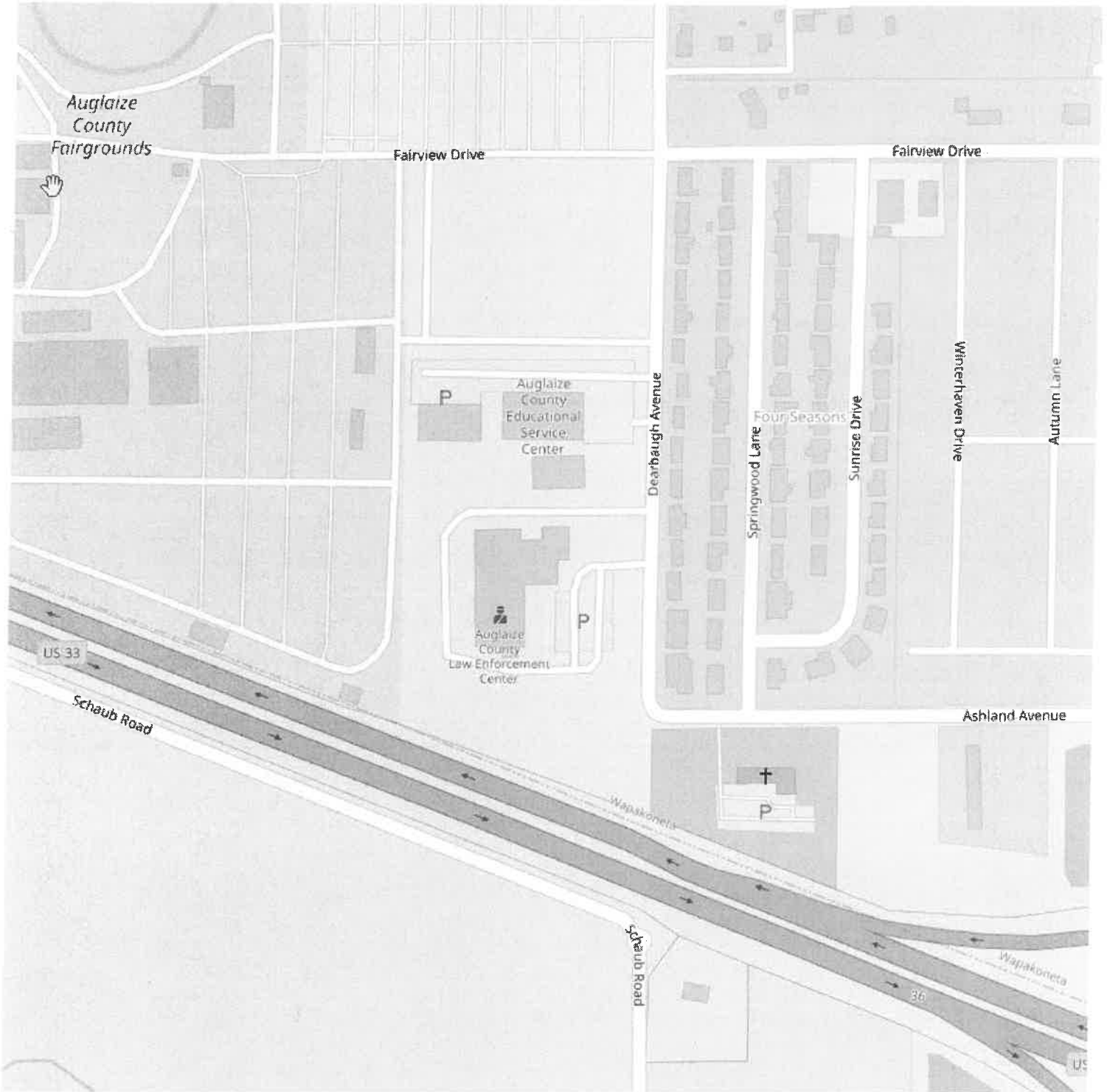
Auglaize County Sheriff Office Improvements



Date: 6/15/2023

This certifies that the boundary map is accurate but does not represent the actual boundary survey.

President of Board of Auglaize County Board of County Commissioners: _____



Location Map

Auglaize County Correctional Center
1051 Dearbaugh Ave.
Wapakoneta, OH 45895





Project Location

Vicinity Map

Auglaize County Correctional Center
1051 Dearbaugh Ave.
Wapakoneta, OH 45895



IN THE MATTER OF RATIFYING THE EMPLOYMENT OF ASHLEY RUCK AS THE WORKFORCE DEVELOPMENT CASE MANAGER AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 7th of September, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Julie Gossard, Director of the Auglaize County Department of Job & Family Services, informed the Board that the vacant position of Workforce Development Case Manager has been posted and interviews conducted. Ashley Ruck has been selected to fill the position; and,

WHEREAS, Director Julie Gossard recommended that Ms. Ruck to be hired to the position of Workforce Development Case Manager on September 8, 2023 at the pay rate per hour of \$18.18.

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

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

Adopted this
7th day of
September, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
John N. Bergman
Douglas A. Spencer yes
Douglas A. Speneer
David Bambauer yes
David Bambauer

- cc: ✓ Auglaize County Department of Job & Family Services
- ✓ Auditor
- ✓ Ashley Ruck

IN THE MATTER OF AUTHORIZING A RELEASE OF MORTGAGE FOR THE CHIP FY '1994 MORTGAGE OF TONY AND MARCIA TAYLOR; CLOSING OUT SAID MORTGAGE BY THIS RELEASE OF MORTGAGE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of September, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, under CHIP program FY'1994, on January 30, 1996, Tony and Marcia Taylor executed a Real Estate Mortgage in the amount of \$9,815.00 and on June 5, 1996 executed an supplemental mortgage in the amount of \$6,626.00 in favor of the Board of County Commissioners as the Board authorized the expenditure of CHIP funds for the rehabilitation of the Taylor residence in the City of St. Marys; and,

WHEREAS, this mortgage recorded on 2-6-1996 in Book 257 pages 0130 – 0131 and the supplemental mortgage recorded 6-5-1996 in Book 268 page 0822 with the County was for a 100% non-forgivable deferred loan; and,

WHEREAS, Mr. Taylor recently contacted the office of the Board of County Commissioners, informing the Board that his wife recently passed away and he is looking to sell the property at 322 Beech Street, St. Marys, OH; and,

WHEREAS, Mr. Taylor wanted to pay off the mortgage; and,

WHEREAS, after much discussion, the Board of County Commissioners has decided to agree to lower the mortgage payment to the 20% repayment in the amount of \$3,288.20.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby accept the request for a release of mortgage for the payment for the FY '1996 CHIP mortgage with Tony and Marcia Taylor of \$3,288.20 to close out said mortgage.

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

Adopted this
7th day of
September, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT,
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: Tony Taylor

County Commissioners Office
Auglaize County, Ohio
September 7, 2023

NO. #23-444

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of September 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
473090	86814.00	TIM LALLY CHEVROLET
473130	101.49	DYNEGY
473131	248527.96	COUNTRY RIDGE DEVELOPMENT, LTD
D03351	20000.00	VILLAGE OF NEW KNOXVILLE

(direct deposit)

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

Adopted this
7th day
September, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

John N. Bergman

Douglas A. Spencer Yes

David Bambauer Yes

cc: ✓ County Auditor