

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR SEPTEMBER.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd day of September, 2010.

Mr. Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to pay the county's mandated share of Public Assistance for September.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

From: 001-0905-533500 – Public Assistance Grant
Amount: \$ 8,189.33
To: 006-0400-400101 – Public Assistance

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

Adopted this 2nd day of
September, 2010

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 Auditor
Jobs & Family Services

**IN THE MATTER OF PROCLAIMING SEPTEMBER, 2010 AS "SENIOR CENTER MONTH"
THROUGHOUT AUGLAIZE COUNTY.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of September, 2010.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and,

WHEREAS, the Auglaize County Council on Aging has acted as a catalyst for mobilizing the creativity, energy, vitality and commitment of the older residents of Auglaize County; and,

WHEREAS, through the wide array of services, program and activities, senior centers empower older citizens of Auglaize County to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and,

WHEREAS, the Council On Aging in the County of Auglaize affirms the dignity, self worth and independence of older person by facilitating their decisions and actions; tapping their experiences, skills and knowledge; and enabling their continued contribution to the community.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby proclaim and designate the month of September, 2010 as

SENIOR CENTER MONTH

throughout County of Auglaize and calls upon all citizens to recognize the special contributions for the senior center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

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

Adopted this
2nd day of
September, 2010

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

IN THE MATTER OF APPROVING CONTINUED EDUCATION EXPENSES FOR AUGLAIZE ACRES EMPLOYEES, PAULA VORHEES AND LINDA MCCUNE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day, September, 2010.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners received forms from Auglaize Acres informing it that Paula Vorhees and Linda McCune, members, of Auglaize Acres Nursing Staff, will participate in continued education seminars as follows:

On October 12, 2010 – Paula Vorhees and Linda McCune will be participating in the Infection Prevention & Control Symposium held in Lima, Ohio;

and,

WHEREAS, authorization for the expenses of these courses is requested to be paid as follows:

October 12th – Paula Vorhees and Linda McCune – registration fee of \$45.00 – \$90.00 total;

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the continued education course expenses for the Auglaize Acres employees, Paula Vorhees and Linda McCune, as mentioned above; and,

BE IT FURTHER RESOLVED that the Board does authorize the payments for these registration fees to be made.

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

Adopted this 2nd day of
September, 2010

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: Auglaize Acres

IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 3 TO THE CONTRACT WITH THE PS CONSTRUCTION FABRICS, INC. FOR THE NEIL ARMSTRONG AIRPORT TERMINAL APRON PCC CRACK SEALING AND JOINT REPAIR; RATIFYING THE EXECUTION OF SAID CHANGE ORDER.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd of September, 2010.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, the Board of County Commissioners entered into a contract with PS Construction Fabrics, Inc. for Terminal Apron PCC Crack Sealing and Joint Repair project (Federal project 3-39-0084-1209 and 3-39-0084-1309) for the Neil Armstrong Airport at the contract price of \$81,161.75; and,

WHEREAS, Delta Airport Consultants, Inc., the Engineering firm for the project, has determined that it is necessary to process Change Order #3 for the project which allows for the following as presented in a breakdown submitted to the Board of County Commissioners:

Change Order #3 --

Description of Change – Add unit quantities to contract unit quantities per field conditions:

Cost of Increase: \$21,526.55

New Contract Cost: \$128,041.75; and,

WHEREAS, Auglaize County has applied for and received an ODOT Office of Aviation Grant to cover Change Order #3; and,

WHEREAS, the ODOT Office of Aviation Grant can be used to cover a construction overrun on Change Order #2 of \$2,349.01.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize Change Order #3 for PS Construction Fabrics, Inc. as stated above; and,

BE IT FURTHER RESOLVED that Auglaize County assumes the responsibility of financing this Change Order #3 if the need arises; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize President of the Board, to execute approved Change Order #3.

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

Adopted this
2nd day of
September, 2010

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: Todd Kitzmiller – Airport Authority
- PS Construction Fabrics, Inc.
- Delta Airport Consultants, Inc. – Steven A. Potoczak
- County Administrator

IN THE MATTER OF AWARDING THE BID FOR THE NEIL ARMSTRONG AIRPORT TO INSTALL RUNWAY (8) RUNWAY END IDENTIFIER LIGHTS (REIL) AND RUNWAY (8) PRECISION APPROACH PATH INDICATOR (PAPI) SYSTEM PROJECT TO JESS HOWARD ELECTRIC COMPANY AS RECOMMENDED BY DELTA AIRPORT CONSULTANTS, INC. AND AUTHORIZES SAID PRESIDENT TO EXECUTE SAID CONTRACT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd day of September, 2010.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, on April 1, 2010 (Reso. #10-125), the Board of County Commissioners received bids to install Runway (8) Runway end Identifier Lights (REIL) and Runway (8) Precision Approach Path Indicator (PAPI) System Project as proposed for the Neil Armstrong Airport, which is to be completed using Federal Aviation Administration grant funding and local match money; and,

WHEREAS, the bids were reviewed and compared by the engineering firm of Delta Airport Consultants, Inc. and the County Airport Authority; and,

WHEREAS, the recommendation was given to the Board that the bid award for the project so named above be given to Jess Howard Electric Company with said award being made in the total amount of \$73,151.59 which consists of Base bid, \$45,589.57 – FAA Grant #3-39-0084-1410 and Additive No. 1, \$27,562.02 – FAA Grant #3-39-0084-1410; and,

WHEREAS, and a contract for this project, between Auglaize County Commissioners and Jess Howard Electric Company has been presented to the Board for approval and execution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby award the bid for the to install Runway (8) Runway End Identifier Lights (REIL) and Runway (8) Precision Approach Path Indicator (PAPI) System Project as proposed for the Neil Armstrong Airport, the base bid plus Additive #1, as recommended by Delta Airport Consultants, Inc., to Jess Howard Electric Company, in the total amount of \$73,151.59; and,

BE IT FURTHER RESOLVED, that a contract, between the Board of Auglaize County Commissioners and Jess Howard Electric Company, for the above mentioned project has been presented to the Board of County Commissioners for its approval and execution by the President of said Board; and,

BE IT STILL FURTHER RESOLVED that the Board of Auglaize County Commissioners does approve the contract as presented and does authorize Don Regula, as President of said Board, to execute same.

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

Adopted this
2nd day of
September, 2010

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: Auglaize County Airport Authority –
Todd Kitzmiller, President
Delta Airport Consultants, Inc.
Jess Howard Electric Company, Inc.

CONTRACT

THIS AGREEMENT made and entered into this 9th day of August, 2010, by and between **Board of Auglaize County Commissioners** (hereinafter called the Owner) and **Jess Howard Electric Co., Inc.**, (hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the said Owner, for the consideration herein mentioned in his/her proposal and under the penalty expressed in Bonds, hereto attached, to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in good, firm, substantial, and workmanlike manner, the work specified in strict conformity with the Drawings, and the Specifications hereinafter set forth. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal, for **Install Runway 8 Runway End Identifier Lights (REIL) and Runway 8 Precision Approach Path Indicator (PAPI) System Project**. The Contractor shall commence the work with adequate force and equipment on a date to be specified in a written order of the Owner and shall complete the work within THIRTY (30) calendar days from and including said date. The Contractor shall fully guarantee his/her workmanship and materials furnished for a period of one year following the date of final acceptance of the work. The performance and payment bonds shall remain in full force for this one year period. As a condition of final acceptance, the Contractor shall have executed, and submit to the Owner, the "Warranty of Construction" and the "Lien and Claims Release" forms that have been attached to this contract document.

If said work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages and not as a penalty, the amount of one thousand five hundred dollars (\$1,500) per calendar day for each and every part of a day thereafter that said work remains substantially incomplete, either in total contract time or specific milestone times contained elsewhere in the contract documents.

The Owner shall pay and the Contractor shall receive the unit prices stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished and done by the Contractor for the **Base Bid (\$45,589.57) and Additive #1 (\$27,562.02) (Estimated Total: Seventy Three Thousand, One Hundred Fifty One and 59/100) \$73,151.59**, based on the quantities completed in an acceptable manner, which sum shall be paid in the manner and terms specified in the Contract Documents, but, before issuance of certificates of payments if the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or

CONTRACT

retained may be applied by the Owner to the payment of such just claim. Items of work called out in the plans or specifications, that are not specifically listed in the bid form, shall be considered as incidental to a listed bid item(s), or to the project as a whole.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the first party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the second party shall at its expense, within five days after the receipt of notice from the first party so to furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

In the event that it should become necessary, any question or controversy regarding formation, construction, interpretation, validity, and enforcement of this Agreement, and the rights or obligations of the signatory parties hereto, shall be resolved only by lawfully instituted proceedings in the Circuit Court of the County of Auglaize and the substantive law of the State of Ohio, or federal law, where applicable, shall govern resolution of any such question or controversy. In the event any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties.

The President of the Board of Auglaize County Commissioners was authorized to sign this agreement on behalf of said Board by resolution of said Board adopted on the 2nd day of September 2010.

CONTRACT

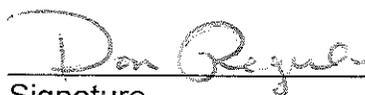
IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate, the 2nd day of September 2010.

OWNER:

Auglaize County Commissioners_
209 S. Blackhoof St. #201
Wapakoneta, Ohio 45895-1989

ATTEST:




Signature
Don Regula, President

CONTRACTOR:

Jess Howard Electric Co., Inc.
P.O. Box 95
6630 Taylor Road
Blacklick, OH 43004

ATTEST:




Signature
Mel Haywood, Vice-President

Approved As To Form

Executed in Quadruplicate

BY: _____
(Owner's Attorney) (date)

IN THE MATTER OF AUTHORIZING ENGINEERING AMENDMENT FIVE (5) TO THE BASE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR ENGINEERING SERVICES AT NEIL ARMSTRONG AIRPORT FOR THE TERMINAL APRON PCC CRACK REPAIR PROJECT; AUTHORIZING THE LOCAL MATCH FOR THE AMENDMENT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd day of September, 2010.

Commissioner Bergman moved the adoption of the following
RESOLUTION

WHEREAS, on May 20, 2008, in Resolution #08-196, the Board of County Commissioners approved and executed a Base Agreement with Delta Airport Consultants, Inc. for professional services at the Neil Armstrong Airport for calendar year 2007 through 2011; and,

WHEREAS, four (4) amendments to the Base Agreement with Delta Airport Consultants, Inc. have previously been authorized by the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners has received Amendment Five (5) to the Agreement for Professional Services on Delta projects No.: 09032.02;

Amendment 5: Terminal Apron PCC Crack Repair and Joint Sealing Project – Additional Construction Phase Services - Lump sum fee is \$4,450.00; and,

WHEREAS, compensation for specified professional services will be:

Amendment 5 - a lump sum fee of \$4,450.00, made up of \$4,005.00 from the FAA Grant and \$445.00 local match.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize Amendment Five (5) to the Base Agreement with Delta Airport Consultants, Inc. for the Terminal Apron PCC Crack Repair and Joint Sealing Project – Additional Construction Phase Services, and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, Don Regula, to execute Amendment No. 5 as presented; and,

BE IT FURTHER RESOLVED that the Board authorizes the Local Match obligations to the FAA Grants in the amount of \$445.00 for the Neil Armstrong Airport Terminal Apron PCC – Crack Repair and Joint Sealing Project – Additional Construction for Delta Project No. : 09032.02.

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

Adopted this
2nd day of
September, 2010

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: Delta Airport Consultants, Inc. –
Rick Grice
Airport Authority - Todd Kitzmiller
-OAGT
County Administrator

AMENDMENT NO. FIVE (5)
TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND ENGINEER

August 16, 2010

This Amendment No. Five (5), dated August 16, 2010, is made part of the Agreement for Professional Services dated April 10, 2008, between the Auglaize County Commissioners, the OWNER, and Delta Airport Consultants, Inc., the ENGINEER, for work at the Neil Armstrong Airport, Wapakoneta, Ohio.

The following revisions and/or additions are made to the original Agreement for Professional Services.

The scope of work to be covered by Amendment No. Five (5) shall be as follows:

TASK DESCRIPTION

The ENGINEER will provide additional limited construction phase services for the Terminal Apron PCC Crack Repair and Joint Sealing Project. Work items associated with these services are presented in Attachment "AMD 5-1".

ADD the following paragraphs to **Article 7**:

**7.11 Terminal Apron PCC Crack Repair and Joint Sealing Project –
Additional Construction Phase Services**

Compensation for limited construction phase services will be a lump sum fee of \$4,450.00. The lump sum fee is based on the scope items detailed in Attachment "AMD 5-1" and Attachment "AMD 5-2".

AMENDMENT NO. FIVE (5)

The following attachments are made part of this Agreement:

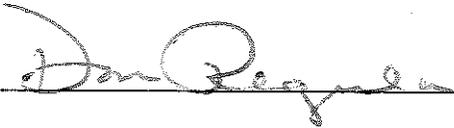
Attachment "AMD 5-1" Estimated Workhours and Summary of Fees (Article 7.11)

Attachment "AMD 5-2" Sub-Consultant Fee Proposal (Article 7.11)

All other provisions of the original Agreement remain unchanged.

OWNER:

Auglaize County Commissioners
209 S. Blackhoof Street, #201
Wapakoneta, Ohio 45895



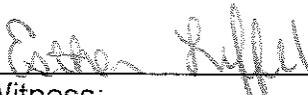
ENGINEER:

Delta Airport Consultants, Inc.
20545 Center Ridge Road #450
Cleveland, OH 44116

Kenneth W. Brammer, P.E.
Vice President

DATE: Sept 2 2010

DATE: _____



Witness:

Witness: