

IN THE MATTER OF A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 22nd day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the County Engineer, Auglaize County, 1014 South Blackhoof Street, Wapakoneta, Ohio 45895 (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act; and
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, 2025 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract.

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Engineer
(Certified copy)

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

<u>Local Emergency Planning Fund:</u>	
<u>Amount:</u>	<u>To:</u>
\$8,400.00	023.0023.538000 (Transfer)
	023.0023.530600 (Contract Services)
<u>SERC Grant Fund:</u>	
<u>Amount:</u>	<u>To:</u>
\$17,600.00	033.0033.535800 (Transfer Out)
	033.0033.530600 (Contract Services)

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

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

cc: County Auditor
EMA

IN THE MATTER OF REQUESTING FROM THE COUNTY AUDITOR, THE AMOUNT OF REVENUE GENERATED BY A ONE MILL RENEWAL LEVY FOR THE AUGLAIZE COUNTY COUNCIL ON AGING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has received correspondence from Robert J. Warren, Executive Director of the Auglaize County Council On Aging informing the Board that the five (5) year operating levy presently in place is due to expire this year; and,

WHEREAS, Director Warren stated that the Council On Aging would like to place this levy on the November 4, 2025 ballot, asking electors to approve a one (1) mill renewal levy; and,

WHEREAS, pursuant to the Ohio Revised Code Section 307.85 the Board of County Commissioners “may participate in, give financial assistance to, and cooperate” in establishing or maintaining services to the elderly citizens through the Auglaize County Council On Aging and pursuant to Ohio Revised Code Section 5705.19 the Board of County Commissioners may approve a tax levy for such purposes; and,

WHEREAS, the Board of County Commissioners has determined that it is necessary to approve the levy for the Auglaize County Council on Aging for a tax outside the ten-mill limitation for the purpose so mentioned above.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio, being authorized in the Ohio Revised Code Section 5705.25 and pursuant to Ohio Revised Code Section 5705.03 (B), does hereby request the Auglaize County Auditor to certify to said Board the dollar amount of revenue that would be generated by the millage as stated by the Auglaize County Council On Aging; same being one (1) mill renewal levy; and,

BE IT FURTHER RESOLVED that the dollars generated by the levy would be used for provision and maintenance of services to elderly citizens through the Auglaize County Council on Aging as provided in Ohio Revised Code Section 5705.19(Y).

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Auditor (certified)
Auglaize County Council on Aging

Commissioner Spencer moved the adoption of the following:

RESOLUTION

PROJECT DESCRIPTION: The Neil Armstrong Airport hereby request \$257,925 in state funds under the Ohio Airport Grant Program for Taxiway Repairs to be performed at the Neil Armstrong Airport (KAXV). This amount represents 95% of the total eligible project costs of \$271,500 (construction plus design, construction engineering and inspection) leaving a local share of \$13,575.

Section 1: That the President is hereby authorized and directed to file an application for grant assistance for the project listed above for 95% in state funds and a 5% local match.

Section 3: That the President of the Board is authorized to execute said grant agreement with the Ohio Department of Transportation - Office of Aviation for the implementation and administration of the grant.

Bergman

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer

John N. Bergman
John N. Bergman

Douglas A. Spencer

FAA

BF&S

✓ Airport Manager

Airport Authority

CERTIFICATION

April 22, 2025.

Dated:

IN THE MATTER OF AUGLAIZE COUNTY COMMISSIONERS APPROVING THE PUBLIC SECTOR REPRESENTATIVES TO THE AREA 8 WORKFORCE DEVELOPMENT BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2025.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, Section 107 of the Workforce Innovation and Opportunity Act (WIOA) requires each local workforce development area of the State to establish a WDB to administer the functions outlined in section 107 (d) of WIOA for its local workforce development system; and,

WHEREAS, the composition requirements of local Workforce Development Board (WDB) must include representatives from four categories: 1) Business, 2) Workforce, 3) Education & Training, and 4) Government and Economic Development; and,

WHEREAS, it is the opinion of the Board of Auglaize County Commissioners that the following representatives possess the needed expertise and meet the statute criteria for the designated category:

Labor Organization Representatives:

Brad Wendel
Gary McPherson

Plumbers and Pipe Fitters
IUAT Local 1020

Registered Apprenticeship:

Julie Marchal

Midwest Electric

Aspire Providers:

Tara Shepard

Apollo Career Center

Higher Education Institutions:

Tammy Eilerman

Wright State University Lake Campus

Economic & Community Development:

Josh Bloomfield

Wapakoneta Area Economic Dev. Council

Wagner-Peyer Representative:

Nathan Strange

ODJFS

Vocational Rehabilitation:

Jodi Knouff

Opportunities for Ohioans with Disabilities (OOD)

Community Based Orgs with experience in E&T or Youth:

Justin Blumhorst

Capabilities Charitable Funds

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Auglaize County, Ohio, hereby approve the appointments as stated above for the public sector representatives to serve on the Area 8 Workforce Development Board; and,

BE IT STILL FURTHER RESOLVED that the Board of County Commissioners of Auglaize County, Ohio authorizes Commissioner Douglas A. Spencer to execute the Area 8 Workforce appointments and the subsequent certificate application.

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: ~~H~~ardin Co. Commissioners
~~M~~ercer Co. Commissioners
~~A~~n Wерт Co. Commissioners
~~W~~IOA 8 Executive Director

IN THE MATTER OF APPROVING THE EXECUTION OF THE CONTRACT WITH BUEHLER ASPHALT PAVING, INC. BY THE BOARD OF COUNTY COMMISSIONERS FOR THE 2025 BRIDGE PAVING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on April 8, 2025, in Resolution #25-216, the Board of County Commissioners awarded the bid for the 2025 Auglaize County Bridge Paving Program to Buehler Asphalt Paving, Inc. in the amount of \$163,894.40; and,

WHEREAS, a contract for said project between Buehler Asphalt Paving, Inc. and the Auglaize County Board of Commissioners has been presented to the Board for execution.

THEREFORE BE IT RESOLVED that the Board of County Commissioners does hereby approve the contract between Auglaize County Board of Commissioners and Buehler Asphalt Paving, Inc. as presented; and,

BE IT FURTHER RESOLVED that the Board authorizes the execution by said Board of the contract.

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: ☒ County Engineer
☒ Buehler Asphalt Paving, Inc.

CONTRACT for 2025 BRIDGE PAVING PROGRAM

This agreement, made this 22nd day of April, 2025, by and between the
BOARD OF AUGLAIZE COUNTY COMMISSIONERS, Auglaize County, Ohio, for
and on behalf of said Commissioners, and Buehler Asphalt Paving, Inc.,
CONTRACTOR.

WITNESSETH:

SECTION 1: That the said Contractor, in consideration of the promise
agreements hereinafter contained, agrees:

- (A) To furnish a performance bond in the amount of 100% of the Contract.
- (B) To furnish at the cost and expense of the Contractor, all of the necessary
materials, equipment, and labor, to build and complete a good improvement to
various County bridges and additional spot paving, as described in the plans
and specifications therefore, on file with the Auglaize County Engineer, to
which reference is hereby made, said plans, specifications and prevailing rate
wages being made part of this contract and are incorporated herein by
reference and attachment made a part hereof, and in accord with the proposal
attached hereto and made part of this Contract in the manner and under the
conditions specified in the specifications and proposal.
- (C) To accept as payment in full, for said work, the sum of One hundred and
sixty-three thousand, eight hundred ninety four dollars and forty cents
(\$163,894.40) subject to such modifications or alterations as set forth in the
aforesaid proposal.
- (D) Completion date for all work is October 31, 2025

IN WITNESS HEREOF the Board of Auglaize County Commissioners, Auglaize
County, Ohio, have caused to be affixed hereto their signatures under the authority in
them vested, and the Contractor has hereunto subscribed his hand at Wapakoneta, Ohio
on the day and year first above mentioned.

DATE:

Rhett Buehler

Rhett Buehler, Vice President
Contractor
Buehler Asphalt Paving, Inc.

Board of Auglaize County Commissioners
Auglaize County, Ohio

David Zambauer

Raymond Zambauer

John N. Bergman

IN THE MATTER OF AUTHORIZING THE CONTINUANCE/TERMINATION OF TAX INCENTIVE AGREEMENTS WITHIN THE ACTIVE ENTERPRISE ZONES LOCATED IN THE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 22nd day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code Section 5709.68, the status of all enterprise zone activities are to be reviewed by the Tax Incentive Review Councils (TIRC) for those communities having established enterprise zones; and,

WHEREAS, Tax Incentive Review Council meetings for all active Enterprise Zones within the County have been completed by various review council members; and,

WHEREAS, minutes of each tax incentive agreement review meeting, along with a recommendation of the TIRC from each Enterprise Zone Review Council meeting has been received; same being submitted by County Auditor Linda Bice.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby make the minutes of Tax Incentive Review Council meetings with St. Marys City and Minster Village along with the recommendations of Auglaize County TIRC for each tax incentive agreement's continuance /termination a part of this Resolution; and,

BE IT FURTHER RESOLVED that said Board of County Commissioners does hereby authorize the continuance/termination of each Tax Incentive Agreement as follows:

St. Marys City Enterprise Zone:
Grand Lake Health Facilities

Continue

Minster Village Enterprise Zone:
Danone US LLC
(formerly The Dannon Co.)
Nidec

Continue

Expired

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Village of Minster – Don Harrod
St. Marys City – Mike Burkholder
County Auditor

Companies with tax incentive agreements

AUGLAIZE COUNTY TIRC

April 17, 2025, approx. 10:30am

The St Marys Tax Incentive Review Council met with the following present: Michael Burkholder, St Marys Economic Development Director; Linda Bice, Auglaize County Auditor; David Lunz St Marys City Council; Doug Riesen, St Marys City Auditor; Andrew Wilker, Treasurer of the St Marys City Schools; Doug Spencer and David Bambauer, Auglaize County Commissioners. The following report was reviewed:

Grand Lake Health Facilities (2017) (known as Vancrest) has employed 63 full-time permanent employees as of 12/31/24 vs. 54 at 12/31/23. 29 New jobs have been created attributed to the EZ Agreement. The forgone tax section and cumulative tax forgone sections where updated by Linda Bice. Linda questioned why the Real Property investment increased approx.\$1.3M compared to the 2023 and 2022 EZ reports. Linda to call Shane Stewart to find out. Michael Burkholder stated that a new wing with 10 additional rooms will be constructed in 2025. The facility has 5 current postings of job openings. This agreement expires 05/01/2029. Linda Bice made a motion to continue the abatement. Michael Burkholder seconded her motion. Motion carried.

There being no further Business to come before the Council, Michael Burkholder made a motion to adjourn. Linda Bice seconded his motion. Motion carried.

April 17, 2025, approx. 11:00am

The Minster Village Tax Incentive Review Council met with the following members present; Josh Meyer, Superintendent of the Minster Local Schools; Craig Oldiges, Mayor of the Village of Minster; Don Harrod, Minster Economic Development Director; Linda Bice, Auglaize County Auditor; Doug Spencer and David Bambauer, Auglaize County Commissioners. The following report was reviewed:

Danone US LLC (Formerly The Dannon Company, Inc.) (2017) Danone has filled 53 new positions as of December 31, 2024 (53 at 12/31/2023) due to this agreement. 2024 payroll compared to 2023 increased approximately \$125K. Linda Bice updated the current year and cumulative taxes forgone section. This agreement expires 7/27/2027. Doug Spencer made a motion to continue the abatement. Linda Bice seconded his motion. Motion carried.

There being no further business to come before the Council, Don Harrod made a motion to adjourn. Craig Oldiges seconded his motion. Motion carried.

Submitted by:  Linda Bice, Chairman TIRC
April 17, 2025

IN THE MATTER OF SELECTING CTL ENGINEERING INC. AS THE COMPANY FOR PROFESSIONAL SERVICES FOR THE ABATEMENT OF ASBESTOS-CONTAINING MATERIALS FOR TWO PROPERTIES FOR THE PY2023 OHIO DEPARTMENT OF DEVELOPMENT BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, a lump sum proposal costs are limited to the abatement of asbestos-containing materials (ACMs) as described in the CTL Engineering Asbestos Inspection Reports. Abatement work includes only and up to the following estimated quantities of materials as defined in the Asbestos Inspection Reports. has been received by the Board of County Commissioners from a qualified firm to provide the labor, equipment and materials to accomplish an Asbestos Survey for the two properties in connection with the PY 2023 Ohio Department (ODOD) Building Demolition and Site Revitalization Grant Program; and,

WHEREAS, the following quote for \$14,400.00 for asbestos abatement was received from CTL Engineering, Inc.:

ADDRESS	COST
601 Logan Street, Wapakoneta	\$5,500.00
100 Wapak Street, Wapakoneta	\$8,900.00

WHEREAS, County Administrator Erica Preston reviewed and evaluated the quote as received and upon such, County Administrator Preston gave a verbal recommendation to the Board that CTL Engineering Inc. be selected for services as mentioned as said firm meets the needs for the program.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize CTL Engineering Inc. to perform the Asbestos Abatement as mentioned above for the PY2023 Ohio Department (ODOD) Building Demolition and Site Revitalization Grant Program; and,

BE IT FURTHER RESOLVED that a contract be drafted for these services with the Board being authorized to execute said contract after presentation and review.

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N Bergman, yes
John N Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: CTL Engineering Inc.

April 16, 2025

Auglaize County Board of Commissioners
209 S. Blackhoof Street Room 201
Wapakoneta, OH 45895

RECEIVED

APR 16 2025

**Board of
County Commissioners**

Attention: Ms. Erica Preston
Auglaize County Administrator
Email: epreston@auglaizecounty.org
Phone: (419) 739-6713

Reference: Pre-Demolition Asbestos Abatement
Project Name: Auglaize County – 601 Logan Street, 100 Wapak Street
Project Location: Auglaize County
CTL Proposal No. 25510104COL-PPL

Dear Ms. Preston:

CTL Engineering, Inc. (CTL Engineering) is pleased to submit this cost proposal to conduct a Pre-Demolition Asbestos Abatement for the below-referenced properties.

INTRODUCTION AND COMPANY QUALIFICATIONS

Down to earth. Down to business. CTL has over 97 years of established history of providing reliable and quality engineering services, and frequently ranks in the top 10 engineering firms - Business First. An employee owned company since 1999, CTL now has MBE and DBE (remediation) certifications. We provide services in IN, KY, OH, PA, and WV with 13 strategically located offices. The services include geotechnical, mining subsidence/reclamation, construction observations, soil/concrete testing and chemical analyses, roofing design and observation, accidents/failure investigations, and environmental consulting. CTL is staffed with qualified professional engineers, geologists, hydrogeologists, environmental scientists, engineering and field construction observation technicians and is also equipped with material, soil, and analytical chemistry laboratories and a fleet of nine drilling rigs. The environmental department conducts over 350 environmental projects a year; i.e., Phase I and II ESAs, UST closures, in-situ & ex-situ remediation, asbestos surveys, mold and indoor-air quality surveys, lead-based paint surveys, wetlands delineation and mitigation, permitting, NEPA work, etc., for private/government clients. CTL is on the approved consultants list for all the major banks. Please visit our web site at www.ctleng.com.

Offices: Ohio, Indiana, Kentucky, West Virginia, India

Project Name: Auglaize County – 601 Logan Street, 100 Wapak Street

Project Location: Auglaize County

CTL Proposal No. 25510104COL-PPL

ASBESTOS-CONTAINING MATERIALS ABATEMENT

The lump sum proposal costs are limited to the abatement of asbestos-containing materials (ACMs) as described in the CTL Engineering Asbestos Inspection Reports. Abatement work includes only and up to the following estimated quantities of materials as defined in the Asbestos Inspection Report:

601 Logan St, Wapakoneta, OH

- 120 Square-feet of asbestos-containing cementitious insulation covering on a column

100 Wapak St, Wapakoneta, OH

- 15 Square-feet/15 Windows with asbestos-containing gray window glaze.

The abatement and project services will include the following:

1. CTL's partner licensed Asbestos Abatement Contractor will perform asbestos and other indicated hazardous materials removal and disposal.
2. Pre-abatement submittal review and coordination with the Client to develop an acceptable abatement work plan.
3. CTL will act as the Owner's representative with specific responsibilities to include: Review of paperwork. Coordination of work with the abatement Contractor and Client, as well as interpretation of abatement issues, if any.
4. Project management personnel will review the documentation generated during the course of the project and provide progress updates, if requested.
5. CTL will provide the Client with one (1) digital copy of project closeout documents to include all paperwork including air sample analysis, waste manifests, and reports generated during the project.

PROJECT CLOSEOUT DOCUMENTS

In order to mitigate liability, upon completion of an asbestos abatement project, project close-out documentation is generated and provided to the Owner. The project close-out document includes the Contractor's project records, copies of notifications to required agencies, personal air monitoring results from OSHA required TWA personal sampling, and copies of all waste disposal manifests.



COST ESTIMATE

The cost estimates for these tasks are provided as Lump Sum fees. Lump sum costs will not be exceeded unless the scope of work changes and mutual agreement between CTL and the Client is reached.

Pre-Demolition Asbestos Abatement (Lump Sum by Property)	Rate
601 Logan St, Wapakoneta, OH	\$5,500
100 Wapak St, Wapakoneta, OH	\$8,900
TOTAL for both properties	\$14,400

REPORTS and SCHEDULE

This field work will be done according to the Clients schedule and can be coordinated upon written authorization to proceed which is expected to be granted within 30 days of submission of this proposal. **CTL anticipates that the work will take approximately 1-2 business days per site to complete.**

The project Closeout Documents will be provided within 90 days of completion of abatement activities.

QUALITY CONTROL

All reports are peer-reviewed for their contents and basis for technical opinions, prior to finalizing.

LIMITATIONS and CONTINGENCIES

This budget estimate does not include the costs of interacting with regulatory agencies, such as the Ohio EPA; however, it does include the costs of preparing documents to obtain the required permits. Please note that the abatement Contractor will obtain all necessary permits prior to commencing abatement.

The work will be performed with the following limitations and/or assumptions:

- The field work will be accomplished in a timely, workmanlike, and professional manner by CTL’s subcontractor. If any unforeseen delays in awarding the work, commencing or progressing with the work are caused, then additional charges may be applicable and payable by the Client.
- CTL cannot be held liable for liquidated damages caused by delays or failure to meet the expected completion date stated.



Project Name: Auglaize County – 601 Logan Street, 100 Wapak Street

Project Location: Auglaize County

CTL Proposal No. 25510104COL-PPL

- This cost estimate allows for one (1) mobilization to each sites to complete the work. Additional mobilizations will be billed at the rate specified in the unit pricing upon approval from the Client.
- Although not anticipated, any additional specialized equipment needed, will be invoiced at cost + 10% upon approval from the Client.
- Water and Electricity - not anticipated to be provided by the Client.
- Client is responsible for de-energizing all mechanical, electrical, and hydraulic equipment in the work area, and secure using approved Lock-out/Tag-out protocols as deemed necessary.
- OSHA required air sampling will be performed by the contractor.
- The condition of the site must be such that it is safe for the workers. If unsafe conditions are encountered, CTL will notify the Client to discuss possible changes to the scope.
- As the intended purpose of the abatement activities is to facilitate the demolition of the subject structures, therefore, no replacement materials are included in this proposal. Moreover, CTL is not responsible for repairing any damaged walls, building components, or remaining movable items left in place resulting from the abatement activities.
- The cost estimate does not include prevailing or Davis Bacon wages.

This budget estimate does not include the costs incurred due to any unforeseen contingencies. Whenever the actual amount of work will exceed the estimated quantity by more than 10 percent, the client will be notified and proper authorization will be obtained prior to performing additional work; however, the lump sum costs will not be exceeded. This proposal information is deemed proprietary and confidential and CTL Engineering assumes no responsibility or liability for the reliance hereon or use hereof by anyone other than the client, to whom it is addressed.

INSURANCE REQUIREMENTS

Please note that CTL carries professional liability, worker's compensation, and general liability insurance; copies of which can be provided upon request.



PAYMENT

Payment can be made by any of the methods stated in the table below. Invoices are submitted and payable net upon receipt for the portion of the work completed to that date. One and 1/2 percent interest per month will be charged on the past due accounts. Prices quoted herein are firm for 30 days from today.

Payment by Check/Money Order	Payment by Credit Card	Payment by ACH or Wire Transfer
Payment can be made by Personal, Company, Cashier's Check or Money Order by mailing to: CTL Engineering, Inc. PO Box 478 Columbus, Ohio 43085 <i>Please make sure CTL's invoice number is included on the check.</i>	CTL accepts Discover, Master Card & VISA Please call 614-276-8123 ext. 2008 or page someone in Accounts Receivable to pay by credit card. ✓ Or Request a Credit Card Payment Information Form from AR@ctleng.com . ✓ Please note, CTL does not keep the credit card information on file once the transaction is completed. THERE IS A 3% SERVICE FEE FOR CREDIT CARD PAYMENTS.	ACH* Instructions: Institution: Fifth Third Bank, FTCO 21 E State Street, Columbus, OH 43215 Please call 614-276-8123 or page someone in Accounts Receivable for Routing and Account Information ACH Types – CCD, CTX, PPD, TEL, WEB, & CBR DOMESTIC Wire Instructions: Institution: Fifth Third Bank, Columbus, OH ABA: Please call Account #: Please call Beneficiary: CTL Engineering, Inc. FOREIGN Wire: Please call 614-276-8123 Ext. 2008 Bank Contact: Donna McDonald/Commercial Support 614-405-7745 or 866-475-0729 (Fax: 304-353-4118)

CLOSING

CTL Engineering is committed to provide comprehensive and quality service to its clients, and is confident that our services are commensurate with your professional expectations. We sincerely appreciate the opportunity to provide this cost estimate and look forward to working with you.

Should you have any questions, please feel free to contact me at (419) 738-1447 or crittenhouse@ctleng.com. If the terms and conditions of this proposal are acceptable to you, please sign the attached standard contract and return via email.

Respectfully submitted,

CTL ENGINEERING, INC.



Chris Rittenhouse,
Sr. Environmental Project Manager



AGREEMENT FOR ENGINEERING AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is by and between CTL Engineering, Inc. ("CTL"), and

Auglaize County Board of Commissioners
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

("CLIENT"), who agree as follows:

PROJECT DESCRIPTION. CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The project is described as follows:

Project Name **Wapakoneta 2 properties ACM abatement**
Proposal No. **25|51|0104|COL|PPL**

SCOPE OF SERVICES. CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree as follows:

If to CTL,

CTL Engineering, Inc.
Attn: Mr. Hassan Zahran
2860 Fisher Road
P.O. Box 44548
Columbus, Ohio - 43204-3538
USA

If to CLIENT,

Auglaize County Board of Commissioners
Attn : Erica L. Preston
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

CTL Engineering, Inc.

Auglaize County Board of Commissioners

(CTL)

(CLIENT)


Signature


Signature

Kevin J. Reichert, V.P., Principal Environmental Services
Print Name & Title

David Bamboves, President
Print Name & Title

4/22/2025

April 22 2025

Date

Date

Article 1. CLIENT'S RESPONSIBILITIES

1.1 Client shall provide to CTL such information as is available to CLIENT and CLIENT's consultants and contractors, and CTL shall be entitled to rely upon the accuracy and completeness thereof.

1.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, save and to hold CTL and CTL's sub-consultants harmless from and against all liability, damage, loss, claims demand, actions and expenses, (including attorney's fees and all other cost of defense) that arise out of, or are claimed to arise out of or be connected to the performance of the Client's Responsibilities under this Agreement (including inaccuracies or incompleteness with regard to information provided by or through CLIENT). The promise of indemnification in this Section shall not be construed to indemnify CTL for any loss or damage attributable to the negligent acts or omissions of CTL.

1.3 Entry. CLIENT shall ensure the right to entry onto PROJECT site for CTL.

Article 2. GENERAL CONDITIONS

2.1 CTL shall not be responsible for acts or omissions of any party or parties involved in the design or construction of the PROJECT when not retained directly by CTL.

2.2 Project Documents. When CTL does not prepare the Project Documents, CLIENT waives all claims against CTL arising from or in any way connected with errors, omissions, conflicts, or ambiguities contained therein.

2.3 CTL will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by CLIENT or its contractors, or safety precautions and programs incident thereto.

2.4 CTL Personnel. If CTL personnel are required to participate in claims involving the PROJECT arising from the work of others, CLIENT agrees to compensate CTL personnel for the time expended at CTL personnel's standard fee schedule. Upon request, CLIENT agrees to advance to CTL personnel a retainer for the estimated expected services.

2.5 Samples and Records. Unless stated otherwise in the accompanying Proposal, CTL will retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded. CTL will retain all pertinent records relating to the services performed for a period of one (1) year following submission of the report, during which period the records will be made available to CLIENT.

2.6 Various Investigations. If the scope of CTL's services includes a particular investigation of specific areas of buildings or samples of materials, CLIENT acknowledges that the investigation conducted and resulting report is not intended to represent an inspection of the entire building or of the materials sampled. There is and can be no guarantee that conditions at the point of testing will be identical to that of the entire testing site. Accordingly, CLIENT understands that conditions discovered during the course of the PROJECT, may result in variance to the original report and cause delay or increased cost.

2.7 CTL shall retain the copyright on all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by CTL as instruments of service. CTL will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or its authorized representative or as required by law.

Article 3. INSURANCE & BONDS

3.1 CTL maintains the following insurance for which it will provide an insurance certificate upon request: Worker's Compensation

Insurance; Professional Liability Insurance; General Liability Insurance; Auto Insurance.

3.2 Additional Insurance/Bonds. If CTL is required to obtain additional insurance to what it normally maintains or payment/performance bonds, the cost of such additional insurance/bonds shall be a reimbursable additional expense.

Article 4. LIMITATIONS ON LIABILITY / STANDARD OF CARE

4.1 To the maximum extent permitted by law, Client agrees to limit CTL's liability for CLIENT's damages, in contract, tort or otherwise, including consequential, exemplary, special, incidental or punitive damages and lost profits, to the sum of \$10,000 or CTL's fee, as provided in the Proposal, whichever is greater. This limitation shall apply to all causes of action in the aggregate.

4.2 CTL will exercise that degree of care and skill ordinarily exercised by engineering/testing firms providing similar services. Notwithstanding anything to the contrary CTL makes no other warranties, express or implied. CTL will provide only those services that, in the opinion of CTL, lie within the technical/professional areas of skill of CTL and which CTL is adequately staffed and equipped to perform under the general direction of a Registered Professional Engineer.

Article 5. PAYMENT

5.1 CLIENT will pay CTL for services and expenses in accordance with the Unit Rates stated in the Proposal and if applicable, in accordance with CTL's Standard Fee Schedule. CTL's invoices will be presented at the completion of its work or monthly and shall be paid in full within thirty (30) days of receipt by CLIENT or its authorized representative.

5.2 Invoices that remain unpaid beyond thirty (30) days will be considered delinquent and shall be subject to a service charge at a rate of 1.0% per month of the unpaid balance amount. In the event that any invoice remains delinquent for 90 days or more, CTL reserves the right to suspend or terminate this Agreement and pursue any remedies available by law. In the event of suspension/termination CTL shall have no liability to client for delay or damages caused by such suspension or termination. If collection proceedings are initiated against CLIENT for any delinquent amount, CLIENT agrees to pay CTL's attorney's fees and collection costs.

5.3 CTL shall be paid in full for all services under this Agreement, including any overruns, or unforeseen services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT or others for compensation as a result of additional work completed. Such claims shall not delay payment of fees for services performed by CTL.

5.4 Payment: Client shall pay CTL within 30 days of receipt of CTL's invoice. If Client objects to said invoice it will provide detailed reasons for such objections within 10 days of receipt thereof. Interest at the statutory rate shall begin accruing 60 days after receipt of such invoice and if an invoice remains unpaid 90 days after receipt CTL shall have the right to immediately suspend services or terminate this Agreement without any liability to Client. CTL may pursue any remedies available by law including but not limited to collection proceedings. If CTL initiates collection proceedings against Client for any delinquent amount, Client agrees to pay CTL's attorney's fees and collection costs.

Further, Client agrees it shall not withhold any payment to CTL unless and to the extent Owner withholds payments to Client because of faulty work of CTL, even if Client erred in estimating the amount of work or duration of hours required to be performed by CTL and its subcontractors.

Article 6. NON-SOLICITATION AND LIQUIDATED DAMAGES

From the date of commencement of services until one year following the completion of services, CLIENT agrees that it shall not solicit or offer or provide employment to any CTL employee performing the services under this Agreement without the express written permission of an authorized CTL representative. CLIENT agrees that any such solicitation, offer or employment of any CTL employee who performed services under this Agreement would cause great or irreparable harm to CTL and that CTL would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the CTL employee (or former employee as the case may be) representing the cost of training a new employee. Accordingly, CLIENT agrees to pay CTL as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.

Article 7. TERMINATION

This Agreement may be terminated by either party upon receipt of written notice or by mutual written agreement. Termination shall be effective upon receipt of written notice by the non-terminating party, or immediately upon execution of a mutual written agreement. If this Agreement is terminated by either party, CTL shall be paid in full for all services, including overhead and profit, performed through the termination date and those expenses caused by the termination. CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

Article 8. MISCELLANEOUS

8.1 Integration and Binding Effect. This Agreement supersedes all prior understandings and agreements between the parties and binds the parties hereto, and their assigns and legal representatives of any type whatsoever, and shall not be modified unless done so in writing and signed by both parties.

8.2 Governing Law. This Agreement shall be interpreted, construed by and in accordance with the laws of the State of Ohio. In the event of litigation between the parties arising under or in connection with this Agreement, such litigation shall be brought in the Franklin County Court of Common Pleas or in the United States District Court for the Southern District of Ohio.

8.3 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the provisions hereof, which shall remain in full force and effect.

8.4 Mediation. In the effort to resolve any conflicts that arise CLIENT and CTL agree that as a condition precedent to litigation as provided in Section 8.2, all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree in writing otherwise. CLIENT and CTL further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties for those agreements.

8.5 Assignment. Neither CLIENT nor CTL may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

8.6 Waiver. The waiver by either party of any breach by the other party of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement.

8.7 Prevailing Wages. The Parties acknowledge that this Agreement is for professional services and is not subject to prevailing wage laws.

8.8 Equal Opportunity. CTL will comply with all applicable federal, state, and local government laws concerning discrimination. CTL does not discriminate against any party in violation of applicable laws for reasons including but not limited to: age, ancestry, citizenship, ethnicity, disability, race, religion, sex, sexual orientation, and veteran status.

8.9 Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, or by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt and shall be mailed to the addresses below.

8.10 Relationship. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CTL. CTL's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CTL because of this Agreement or the performance or nonperformance of services hereunder. Other than to CLIENT, CTL disclaims any duty to any other party or entity with respect to the materials or reports produced or services provided by CTL under this Agreement and no other party or entity may rely upon such without advance and express written permission of CTL and without such party or entity agreeing to be bound by the limitations, qualifications, terms, conditions, and indemnities set forth in this Agreement.

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE CONTRACT AMENDMENT #1 WITH KLEINFELDER FOR THE ADMINISTRATIVE SERVICES FOR THE PY 2025 CDBG ALLOCATION PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #25-121 dated February 27, 2025 the Board of County Commissioners contracted with Kleinfelder for the provision of administrative services for the PY 2025 Community Development Block Grant (CDBG) Allocation Program; and,

WHEREAS, the contract amendment request decreases Kleinfelder’s administrative contract due to the decrease in Auglaize County’s CDBG Allocation from \$198,000 to \$184,000, per attached NOFA. Administration is limited to 20% of the grant amount, now \$36,800. Kleinfelder will adjust it compensation as follows so Auglaize County continues to comply with CDBG grant guidelines:

Grant Application -	Not to exceed \$10,000.00
Environmental Review Record –	Not to exceed \$ 7,500.00
Technical Assistance –	Not to exceed \$10,000.00
Fair Housing -	Not to exceed \$ 7,500.00;

and,

WHEREAS, Kleinfelder has prepared the contract amendment #1 for the Board’s review and execution; and,

WHEREAS, the Board of County Commissioners has reviewed said contract amendment #1 and has found it to be satisfactory.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract amendment #1 for the decrease in the administrative services of Kleinfelder for assistance in the application for PY 2025 CDBG Allocation Grant at the terms so specified in said contract amendment #1; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambaauer, to execute said contract amendment #1.

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambaauer, yes
David Bambaauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Kleinfelder
CDBG Allocation file



Contract Amendment

PROJECT: (Name and Address) Auglaize County CDBG Allocation Administration Auglaize County, OH 209 South Blackhoof Street, Room 201 Wapakoneta, OH 45895	CONTRACT AMENDMENT NUMBER: DATE: PDG PROJECT NUMBER: PROJECT MANAGER: CONTRACT DATE:	1 04/16/2025 25004334.001A GRF 02/27/2025
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The Contract is changed as follows:
> This Contract Amendment request decreases Kleinfelder's administrative contract due to decrease in Auglaize County's CDBG Allocation from \$198,000 to \$184,000, per attached NOFA). Administration is limited to 20% of the grant amount, now \$36,800. Kleinfelder will adjust its compensation as follows so Auglaize County continues to comply with CDBG grant guidelines:
Application: \$10,000
Environmental Review Record: \$7,500
Fair Housing: \$7,500
General Administration/Tech Assist: \$10,000
Total revised Kleinfelder Administrative Contract for CDBG Allocation: \$35,000
Total County Administrative Share: \$1,800
Total CDBG Allocation Administration (20%): \$36,800

The original Contract Sum:\$37,500
The net change by previously submitted Contract Amendments:\$0
The Contract Sum prior to this Contract Amendment:\$37,500
The Contract Sum will be decreased by this Amendment in the amount of:\$2,500
The new Contract Sum including this Contract Amendment:\$35,000
The Contract Time will be increased by: 0 days

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT

Kleinfelder Inc. ARCHITECT/ENGINEER	Auglaize County, OH - Board of County Commissioners CLIENT
1168 North Main Street Bowling Green, Ohio 43402 ADDRESS	209 South Blackhoof Street, Room 201 Wapakoneta, OH 45895 ADDRESS

Lauren O. Falcone	David Bambauer
BY Lauren O. Falcone, AICP, Principal Professional	BY David Bambauer, President, Board of County Commissioners
DATE 04/16/2025	DATE 4/22/2025

PY 2025/2026 Community Development Allocation Program Information and Amounts

🕒 Apr 9, 2025 Knowledge

INFORMATION ⓘ

The Office of Community Infrastructure (OCI) determined the PY2025 and PY2026 Allocation program amounts utilizing 2016-2020 American Community Services (ACS) data following HUD guidance in Notice CPD-24-04: Low- and Moderate-Income Summary Data Updates (<https://www.hudexchange.info/resource/7106/notice-cpd-24-04-low-and-moderate-income-summary-data-updates/>). For more information on the Allocation formula utilized by OCI please refer to the Program Year 2024 Ohio Consolidated Plan Annual Action Plan (https://dam.assets.ohio.gov/image/upload/v1729658700/development.ohio.gov/community-resources/20241011_Final_PY24_AAP.pdf).

PY 2025 Community Development Program Allocation Funding

Grantee	Allocation Amount
Adams County	\$ 162,000
Ashland	\$ 150,000
Ashland County	\$ 150,000
Ashtabula County	\$ 408,000
Auglaize County	\$ 184,000
Brown County	\$ 192,000
Carroll County	\$ 150,000
Champaign County	\$ 160,000
Chillicothe	\$ 150,000
Clinton County	\$ 190,000
Coshocton County	\$ 186,000
Crawford County	\$ 222,000
Defiance County	\$ 150,000
Fayette County	\$ 150,000
Fremont	\$ 150,000
Fulton County	\$ 166,000
Gallia County	\$ 150,000
Geauga County	\$ 278,000
Greene County	\$ 274,000

IN THE MATTER OF DOCUMENTING THE RECEIPT OF THE BIDS AND AWARDING THE BID TO
ADVANCED EXCAVATING & DEMOLITION, LLC / DBA ADVANCED DEMOLITION SERVICES
FOR THE DEMOLITION – 601 LOGAN STREET, WAPAKONETA, OHIO, USING STATE OF OHIO,
DEPARTMENT OF DEVELOPMENT, BUILDING DEMOLITION AND SITE REVITALIZATION
PROGRAM; AND AUTHORIZING THE EXECUTION OF CONTRACT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of
April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #25-186 dated March 27, 2025, the Board of County Commissioners set the date, April
17, 2025 at 11:45 a.m. as the date and time to receive proposals for the Demolition – 601 Logan Street,
Wapakoneta, Ohio Project to be funded through State of Ohio, Department of Development, Demolition
Building and Site Revitalization Program; and,

WHEREAS, the Board of County Commissioners did open six proposals for said project; same being as follows:

Bid	
From: Baumann Enterprises, Inc., Garfield Heights, OH	\$357,000.00;
Advanced Demolition Services LLC, McComb, OH	\$315,967.00;
Reclaim Company, LLC, Fairmont, WV	\$635,280.00;
Dore & Associates, Inc., Bay City, MI	\$872,600.00;
B & B Wrecking & Excavating, Inc., Cleveland, OH	\$411,700.00;
Bladecutter’s Inc., Dayton, OH	\$699,989.00;
Estimate -	\$381,524.00; and,

WHEREAS, those present at the time of the bid opening were Commissioners and several bidders; and,

WHEREAS, the Board presented the proposal, as received, to County Administrator, for review and a letter of
verbal recommendation was given to award the bid to Advanced Demolition Services LLC as it appears to be
the lowest and best bidder.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby
document the receipt and opening of the above mentioned bids for the Demolition – 601 Logan Street,
Wapakoneta, Ohio Project being funded State of Ohio, Department of Development, Building Demolition
and Site Revitalization Program funds; and,

BE IT FURTHER RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does award the bid for
the Demolition – 601 Logan Street, Wapakoneta Ohio Project, in the amount of \$315,967.00, using State of
Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

BE IT STILL FURTHER RESOLVED, that said Board of County Commissioners does authorize contract and
sustaining documentation to be prepared for this award; and does further authorize the execution of the
project contract by the Board of County Commissioners.

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Bidders
Property Owner
✓ / / /

IN THE MATTER OF DOCUMENTING THE RECEIPT OF THE BIDS AND AWARDING THE BID TO RUNNING G FARMS AND CONSTRUCTION FOR THE DEMOLITION – 100 WAPAK STREET, WAPAKONETA, OHIO, USING STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM; AND AUTHORIZING THE EXECUTION OF CONTRACT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #25-185 dated March 27, 2025, the Board of County Commissioners set the date, April 17, 2025 at 11:30 a.m. as the date and time to receive proposals for the Demolition – 100 Wapak Street, Wapakoneta, Ohio Project to be funded through State of Ohio, Department of Development, Demolition Building and Site Revitalization Program; and,

WHEREAS, the Board of County Commissioners did open eleven proposals for said project; same being as follows:

	Bid
From: Fenson Contracting, LLC Fort Jennings, OH	\$91,200.00;
Baumann Enterprises, Inc., Garfield Heights, OH	\$187,000.00;
Advanced Demolition Services LLC, McComb, OH	\$114,000.00;
Jagger Construction LLC, Lima, OH	\$119,000.00;
Running G Farms & Construction, Rio Grande, OH	\$85,000.00;
Dirt Slingers Excavating, Belle Center, OH	\$120,000.00;
Dore & Associates, Inc., Bay City, MI	\$269,700.00;
Russell Site Solutions LLC, Botkins, OH	\$97,000.00;
Bladecutter’s Inc., Dayton, OH	\$98,000.00;
Badger Construction, Morgantown, WV	\$143,800.00;
All American Enterprises, Newbury, OH	\$154,750.00;
Estimate - \$126,260.00; and,	

WHEREAS, those present at the time of the bid opening were Commissioners and several bidders; and,

WHEREAS, the Board presented the proposal, as received, to County Administrator, for review and a letter of verbal recommendation was given to award the bid to Running G Farms & Construction as it appears to be the lowest and best bidder.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby document the receipt and opening of the above mentioned bids for the Demolition – 100 Wapak Street, Wapakoneta, Ohio Project being funded State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

BE IT FURTHER RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does award the bid for the Demolition – 100 Wapak Street, Wapakoneta Ohio Project, in the amount of \$85,000.00, using State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

BE IT STILL FURTHER RESOLVED, that said Board of County Commissioners does authorize contract and sustaining documentation to be prepared for this award; and does further authorize the execution of the project contract by the Board of County Commissioners.

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

Adopted this
22nd day of
April, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: Bidders
Property Owner

Date: APRIL 22, 2025

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA AWARDING
matter of: CONTRACT FOR THE REDWING NATURE PRESERVE WETLANDS

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 22nd day of April, 2025, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Rick Muhlenkamp, Mr. David Buschur, Mr. John Bergman, Mr. David Bambauer, and Mr. Doug Spencer; Mr. Brian Miller absent.

Mr. John Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on March 25, 2025, the Board of Directors of Grand Lake St. Marys LFA set the date of April 17, 2025, to receive and open sealed bids for the Redwing Nature Preserve Wetlands Project; and

WHEREAS, on April 17, 2025, the Board of Mercer County Commissioners open and read aloud the sealed bids received for said project; Project Engineer Theresa Dirksen found a discrepancy in the bid by Reichert Excavating; the following summary reflects the mathematical correction:

1. Braun Excavating LLC., 3594 Schleucher Rd., Celina, OH 45822	\$254,887.87
2. Fenson Contracting, LLC., 17670 St. Rt. 190, Fort Jennings, OH 45844	\$379,437.65
3. VTF Excavation, LLC., 8398 Celina-Mendon Rd, Celina, OH 45822	\$236,921.60
4. V3 Construction Group, 550 Polaris Parkway, Suite 250 Westerville, OH 43082	\$388,330.00
5. Reichert Excavating, 11418 State Road 274, Lewistown, OH 43333	\$377,044.88
6. Sand Ridge Excavating, 20251 Road I-17, Cloverdale, OH 45827	\$361,888.57

WHEREAS, Theresa Dirksen recommends to accept Alternate A that includes concrete crushing on-site; Item 29 from the base bid is removed with the acceptance of the alternate; VTF Excavation, LLC remains the lowest bidder with the alternate at \$255,571.60;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Grand Lake St. Marys LFA that:

- 1) The Board hereby documents the receipt of the aforementioned bids for the construction of the Redwing Nature Preserve Wetlands Project; and
- 2) The Board of Directors accepts the bid submitted by VTF Excavation, LLC, in the amount of Two Hundred fifty-five Thousand Five Hundred Seventy-one and 60/100 Dollars (\$255,571.60); and
- 3) The project engineer together with Administrator Kim Everman are directed to obtain from the successful bidder: an executed contract, performance bond, certificate of insurance, and all other documents specified in the project manual or required by law; and
- 4) Upon receipt of the documents delineated in Item 3, Brian Miller is hereby authorized to sign the contract between Grand Lake St. Marys LFA and VTF Excavation, LLC for the Redwing Nature Preserve Wetlands Project and any other documents required for said Project.

Mr. David Buschur seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Absent

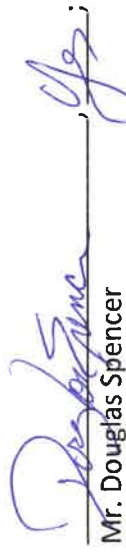
Mr. Brian Miller

 yes;

Mr. Rick Muhlenkamp

 yes;

Mr. David Buschur

 yes;

Mr. Douglas Spencer

 yes;

Mr. John Bergman

 yes;

Mr. David Bambauer

Motion carried.

Adopted this 22nd day of April, 2025.

ATTEST: 

Kim Everman, Clerk

Board of Mercer County Commissioners