County Commissioners Office
Auglaize County, Ohio
August 26, 2025

NO.	#25-435
110.	

IN THE MATTER OF AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH CLOUDPOINT GEOSPATIAL FOR PROFESSIONAL GIS SERVICES. ************************************		
	d of County Commis	ssioners of Auglaize County, Ohio met in regular session on the 26th day of
August, 2025.		
Commissioner	Sperce	moved the adoption of the following:

RESOLUTION

WHEREAS, on May 13, 2025 in Resolution the Board approve the contract with Cloudpoint Geospatial for professional services GIS Services in the amount of \$14,500.00; and,

WHEREAS, the County Engineer has presented a change order for the cost of \$5,400.00.

THEREFORE BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby approve and authorize the President of the Board to execute said Change Order with Cloudpoint Geospatial for GIS Services in the amount of \$5,400.00.

Commissioner <u>Beraman</u> seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 26th day of August, 2025

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

David Bambauer

John N. Bergman

Douglas A. Spencer

/cc: County Engineer



Sales Quote

Prepared for:

James Marok

Quote Number:

2004

Auglaize County

Date:

20250625

1014 South Blackhoof Street

Expiration:

90 Days

Wapakoneta,	Ohio	45895
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Service	Unit Price	Qty	Subtotal
	\$0.00	1	\$0.00
 Professional Services- Block of 24 Hours Block of twenty-four (24) hours of remote GIS support or professional services relating to the Esri ArcGIS platform, available Monday-Friday 8AM-5PM CST. Unused hours expire twelve (12) months from start date. In the event Cloudpoint is required to individually perform any data management tasks in ArcGIS Online and/or ArcGIS Enterprise, the Client is required to provide a named user account with administrative privileges to be used solely by Cloudpoint for the duration of the project. Due to the technical nature of ArcGIS Online Implementation, ArcGIS 	\$5,400.00	1	\$5,400.00

Total

\$5,400.00



928 W. Mt. Vernon St. Metamora, IL 61548 877.377.8124 sales@cloudpointgeo.com

CLOUDPOINT GEOSPATIAL, INC. - TERMS AND CONDITIONS
The Proposal provided with these terms & conditions is valid for ninety (90) days from the date of submittal, after which Cloudpoint Geospatial, Inc. reserves the right to change or amend the Proposal. Acceptance of the Proposal is subject to agreement to these terms & conditions (the "Agreement"). In this Agreement, "Consultant" refers to Cloudpoint Geospatial, Inc., an Illinois corporation, and "Client" refers to the party set forth in the Proposal.

1. Performance of Services: The Consultant shall perform the services outlined in this proposal (the "Services") in accordance with this Agreement. The relationship between the Client and the Consultant is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint

2. Additional Services: Consultant shall be compensated for technical support for any issues arising from connectivity to the Client's network should remote connectivity be required for the Services.

3. Technical Support: Free technical support in relation to service/product provided in this contract will be provided for a period of thirty (30) days following final project delivery. Further support may be provided under a separate contract agreed upon between

4. User Acceptance: The Client will be provided a period of three (3) weeks to test and review each configured or customized application prior to final delivery. Once the Client performs their user acceptance testing, Client may enter feedback into the documentation provided. Consultant will then provide one round of upgrades to the application prior to making final delivery. The Consultant shall be compensated for any additional upgrades or repairs to the application(s) following the user acceptance

5. Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

6. Term and Termination:

- a. The "Term" of this Agreement extends through the term set forth in the Proposal. If the project completion date is delayed more than 30 days as a result of the Consultant's schedule or Client's schedule, a reasonable adjustment in the Term will be made. This Agreement may be terminated by either party should the other party fail to perform any of its obligation hereunder; the terminating party must provide not less than thirty (30) days' notice of a breach of this Agreement to the other party prior to terminating this Agreement, and if such breach is curable and is not cured without such thirty (30) day period, the terminating party may provide notice of immediate termination of this Agreement. b. Upon termination by Consultant due to a breach by Client, any payments which would have been due from Client if this Agreement had not been terminated shall accelerate and be paid immediately by Client. Upon termination of this Agreement for any other reason, including mutual consent to terminate, Client shall make any payments which accrued and became due during the Term, including any pro rata payments for partial Services performed during the Term. Consultant will release any partially performed Services to Client upon payment by Client as specified in this paragraph.
- 7. Payment: Client agrees to pay the Consultant for all Services performed and all costs incurred by Consultant in performance of the same. a. Managed Services: Invoices for the Consultant's services will be submitted on a monthly basis throughout the length of the contract. Client agrees to pay the Consultant within thirty (30) days of receiving an invoice unless otherwise agreed to in writing b. Block of Hours: Client will be invoiced for the entire contract amount upon receipt of executed contract. Consultant makes no guarantee of work to be completed in the amount of hours purchased. c. Lump Sum: Client will be invoiced for 20% of the contract amount after execution of the contract with the remainder to be invoiced according to the payment schedule included herein. If a payment schedule is not included, the remaining project balance will be invoiced in months 2 and 3, for a total of 100% invoiced 90 days from the contract execution date. d. Without limiting Consultant's other rights at law and as set forth herein, Consultant reserves the right to pause its provision of Services if Client has not paid any amount due hereunder by the due date, and if Client is required to make any payment upfront, Consultant is not required to begin services until such payment is made. e. Accounts unpaid thirty (30) days after the payment due date are subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees. All fees paid hereunder are nonrefundable.

8. Data Accuracy: Any data deliverables are considered mapping grade quality and should not be used for engineering design or construction work without being verified by a licensed professional surveyor.

- 9. Hardware in Excess of Five Years Old: Consultant will not provide support services for hardware of Client that is more than five (5) years old.
- 10. Hiring Practices: During the term of this Agreement and for one year thereafter, neither party shall (directly or indirectly, on their own behalf or on behalf of a third party) hire or engage any employee or independent contractor of the other party, for work on this Agreement, or any other agreement or work of the hiring party, without the prior written consent of the other party, nor encourage any employee or contractor to leave the employ of the other party. This section is not intended to restrict the rights of employees of either party to seek and obtain employment or engagement by the other party on their own initiative or in response to publicly posted employment advertisements or job fairs, provided no solicitation occurs on the part of the hiring party, directly or indirectly. Consultant is an equal opportunity employer and values diversity. Consultant does not discriminate based on race, religion, color, national origin, gender, sexual orientation, age, marital status, veteran status, or disability status.



928 W. Mt. Vernon St. Metamora, IL 61548 877.377.8124

sales@cloudpointgeo.com

11. Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any electronic data, plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and should only be used for the purposes intended as may be described in the Proposal, in this Agreement, or by Consultant in the course of providing the Services. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

12. Confidential Information: a. During the course of this Agreement, one party may be entrusted with various information (in each case, the "Recipient") that the other party intends to remain confidential (in each case, the "Discloser"), including but not limited to, processes, marketing plans, financial information, general business plans, and any other materials which the Recipient knows or should reasonably know the Discloser intends to remain confidential, which may concern and/or belong to Discloser, the Discloser's actual or prospective partners, vendors, and suppliers, or Discloser's customers or clients, and which may be in electronic, physical, written, oral or any other form (collectively, the "Confidential Information"). b. For clarity, the terms of this Agreement shall be considered Confidential Information of Consultant. If this document becomes subject to a FOIA request the Client must request a redacted version of the document from the Consultant. Consultant will provide a redacted version within two business days of the request. c. The term "Confidential Information" does not include any information which at the time of disclosure is in the public domain, is already known by Recipient at the time of disclosure as demonstrated by Recipient's records, is rightfully obtained by Recipient on a non-confidential basis from a third party, or which was independently developed by Recipient without reference to the Confidential Information of Discloser. d. The Recipient shall not use for its own benefit, and shall not disclose, or authorize any third party to use or disclose, any Confidential Information of the Discloser, except as may be necessary to fulfill its obligations under this Agreement. Notwithstanding the foregoing, a Recipient may disclose Confidential Information to the limited extent required in order to comply with applicable law, or the order of a court or other governmental body, provided that it first provides given written notice to the Discloser and makes a reasonable effort to obtain a protective order where applicable. e. If the parties previously entered into a non-disclosure agreement (an "NDA") addressing treatment of confidential information of the parties which remains in effect, such NDA shall survive except to the extent that it directly conflicts with this Agreement, in which case this Agreement will control. f. Consultant acknowledges that Client is a governmental entity and may be subject to certain laws that may require disclosure of this Agreement in certain circumstances, including under socalled "Sunshine Laws" under the Ohio Revised Code. Applicable law will supersede the terms of this Agreement in the event of a conflict between the two, provided that in no case will Client reveal information in excess of what is required by applicable law nor reveal information to any party not required by applicable law. For the avoidance of doubt, if applicable law excludes trade secret information, personally-identifiable information, or other specific information from disclosure requirements, Client will withhold such information from any responses to disclosure requests made under applicable law.

13. Intellectual Property: a. As between Consultant and Client, Consultant holds all right, title, and interest to any and all inventions, ideas, patentable material, software code, designs, devices, methods, technology, trade secrets, concepts, methodologies, goodwill, trademarks, service marks, trade names, and general intangibles incorporated within the Services or otherwise provided by Consultant to Client (collectively, the "Consultant IP"). This Agreement does not grant upon Client any rights to use such Consultant IP in any manner except in connection with use of the Services. b. The Consultant will own the intellectual property rights to any solutions or other developments developed or conceived of as part of the Services and hereby reserves the right to redistribute or resell said property to any interested party upon removing Client's identifying information. This is not a work made for hire agreement. If Client sends or transmits any communications or materials to Consultant suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Provider is free to use such feedback, and Client hereby assigns the same to Consultant.

14. Liability Insurance: The Consultant maintains insurance coverage of the following types - Professional Liability, Commercial General Liability, Automobile Liability, Umbrella Policy, and Cyber Insurance. Certificates of insurance will be provided to Client with additional insured listing upon request.

15. Disclaimer of Warranties: CONSULTANT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THE SERVICES, OR ANY RESULTS RECEIVED THROUGH OR THAT MAY BE ACHIEVED THROUGH THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURSUE, TITLE, NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions. Nothing contained in the Proposal, in any of Consultant's marketing materials, or any oral statements made by Consultant or its representatives, will alter the limitations and disclaimers set forth in this paragraph.

16. Limitation of Liability: In recognition of the relative risks, rewards, and benefits of the project to both the client and the consultant, the risks have been allocated such that the client agrees, to the fullest extent permitted by Law, that the consultant's total liability to the client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this agreement from any cause or causes shall be limited to two hundred fifty thousand dollars (\$250,000) or the fees paid to consultant by client in the 12 months period preceding the event giving rise to the claim, whichever is less, provided that the foregoing limitation will not apply to gross negligence, willful misconduct, or





BREACH OF SECTION 12 (CONFIDENTIAL INFORMATION) BY CONSULTANT (THE "EXCLUDED CLAIMS"). ADDITIONALLY, EXCEPT FOR THE EXCLUDED CLAIMS, IN NO EVENT WILL CONSULTANT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR THIS AGREEMENT.

Signatures

Name:	David Bambaner
Job Title:	Prosident of BOCC

Signature:	DuilBandown
Date:	Aug not 26,2025

County Commissioners Office
Auglaize County, Ohio
August 26, 2025

NO.	#25-436

IN THE MATTER OF ACCEPTING THE 2026 ALTERNATE PLAN OF DISTRIBUTION OF LOCAL GOVERNMENT FUNDS AND LOCAL GOVERNMENT REVENUE ASSISTANCE FUNDS FOR AUGLAIZE COUNTY, OHIO AS PROPOSED BY THE COUNTY'S BUDGET COMMISSION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of August, 2025.

moved the adoption of the following

RESOLUTION

WHEREAS, the Auglaize County Budget Commission submitted the following itemized rates for the 2026 Undivided Local Government and the rates for Undivided Revenue Assistance Funds:

SUBDIVISION	%
Clay Twp.	0.9125
Duchouquet Twp.	0.9125
German Twp.	0.9125
Goshen Twp.	0.9125
Jackson Twp.	0.9125
Logan Twp.	0.9125
Moulton Twp.	0.9125
Noble Twp.	0.9125
Pusheta Twp.	0.9125
Salem Twp.	0.9125
St. Marys Twp.	1.3125
Union Twp.	0.9125
Washington Twp.	0.9125
Wayne Twp.	1.1125
St. Marys City	14.11250
Wapakoneta City	14.11250
Cridersville Village	4.6125
Minster Village	5.1125
New Bremen Village	5.1125
Buckland Village	2.8125
New Knoxville Village	2.9125
Waynesfield Village	2.8625
Park District	1.6125
Auglaize County	33.3625

THEREFORE BE IT RESOLVED, the Board of County Commissioners, Auglaize County, Ohio does hereby accept the 2026 alternate plan of distribution of Local Government Fund for Local Government Revenue Assistance Funds for Auglaize County, Ohio as proposed by the Auglaize County Budget Commission.

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

Adopted this 26th day of August, 2025 **BOARD OF COUNTY COMMISSIONERS** AULAIZE COUNTY, OHIO

County Commissioners' Office
Auglaize County, Ohio
August 26, 2025

No	#25-437	
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IN THE MATTER OF AUTHORIZING A HOTTHE C.H.I.P. PROGRAM AND PROGRAM INC	
The Board of County Commissioners of Auglaiz August, 2025.	e County, Ohio, met in regular session on the 26th day of
Commissioner Spece me	oved the adoption of the following:
	LUTION
Ohio's Office of Community Development – PY	did receive a 1,000,000.00 grant through the State of 72024 Community Housing Impact and Preservation theres have committed \$136,202.00 from the Program of housing units within the County; and,
WHEREAS, the following private rehab project is re	eady to proceed:
Applicant: Robert Moye & Charlotte Tippie Project Cost: \$10,014.00 (Private Rehab)	332 East Wapakoneta St., Waynesfield, OH 45896 (CDBG HOME Funds) B-C-24-1AF-2
Soft Costs: \$14,296.00	Kleinfelder
Project Cost: \$61,462.00 (Private Rehab) Contractor: Branson Seamless Gutter & Clea	(Program Income Fund 083)
THEREFORE, BE IT RESOLVED that the Board housing rehab project as noted above.	_
Commissioner Bergman so called, the vote resulted in the adoption of the Resolu	econded the Resolution and upon the roll being ution as follows:
Adopted this 26th day of August, 2025	BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO
	David Bambauer, yes
	John N. Bergman, 405
	Douglas A. Spencer, 45

ec: Kleinfelder
Clerk

County Commissioners C	Office
Auglaize County, Ohio	
August 26, 2025	

NO.	#25-438	
110	1120 (00	

IN THE MATTER OF AUTHORIZING THE EMPLOYMENT OF DARYL MCDONALD TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR I FOR THE SANITARY ENGINEER'S DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of August, 2025.

Commissioner _____ moved the adoption of the following:

RESOLUTION

- WHEREAS, with the position of the Wastewater Treatment Plant Operator I for the Sanitary Engineer's Department was vacated, the Board gave advertisement for interested parties to submit a cover letter, resume and a completed application for employment for said position; and,
- WHEREAS, the Commissioners, County Administrator and the County Engineer have reviewed all resumes as received and the County Engineer's Office and County Administrator performed interviews of the selected candidates; and,
- WHEREAS, County Engineer Baumer recommended Mr. McDonald for the position following the interviews; and,
- WHEREAS, Mr. McDonald was contacted about the Wastewater Treatment Plant Operator I position and accepted, contingent on the requirements below, with the effective date of full-time employment following with a starting wage of \$1,920.00 bi-weekly; there will be a twelve month probationary period.
- **THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the employment of Daryl McDonald as the Wastewater Treatment Plant Operator I position as mentioned above; and,

BE IT FURTHER RESOLVED that the following stipulations apply to the employment:

- 1. Compensation for Mr. McDonald will be \$24.00 per hour.
- 2. Possible increase of \$25.00 after six month of employment.
- 3. Employment to commence upon the successful completion of pre-employment screening and the successful completion of a pre-employment background check.

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

Adopted this 26th day of August, 2025

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

David Ballioadel

John N. Bergman

Douglas A. Spencer

_, 4

cc. Daryl McDonald

Auditor

Sanitary Engineer

County Commissioners Office
Auglaize County, Ohio
August 26, 2025

NO	#25-439
	-

August 26, 2025
IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM BOARD OF DD FUND TO I CAPITAL PROJECTS FUNDS AS REQUESTED BY THE AUGALIZE COUNTY DD BOARD. ***********************************
The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of August, 2025.
Commissioner moved the adoption of the following:
RESOLUTION
WHEREAS, the following correspondence was received by the Board of County Commissioners: August 21, 2025
Board of County Commissioners Wapakoneta OH 45895
RE: Budget Transfer
Gentleman,
On behalf of the Board I respectfully request the following transfer request:
 Transfer \$100,000 from General Fund line item 019.0019.535900 (Transfer Out) to Capital Fund line item 040.0100.400100 (Transfer In).
The purpose of this request is to have funds in place to pay for a boiler replacement project and soft costs related to an upcoming building addition.
Should you have any questions, please feel free to contact me. Thank you.
Sincerely, s/Todd R. Busse Todd R. Busse Director of Business & Finance
THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does here authorize the County Auditor to make the above mentioned transfer.
Commissioner seconded the Resolution and upon the roll being called, the v resulted in the adoption of the Resolution as follows:
Adopted this BOARD OF COUNTY COMMISSIONERS
resulted in the adoption of the Resolution as follows:

cc: County Auditor
DD Board

County Commissioners Office
Auglaize County, Ohio
August 26, 2025

✓Board of DD – Todd Busse County Administrator

NO.	#25-440	

NOT A	E MATTER OF AMENDING THE ANN APPROPRIATED FOR THE AUGLAIZE ************************************	COUNTY BOARD OF DD C	APITAL PROJECT FUND.
2025.	The Board of County Commissioners of A	uglaize County, Ohio met in reg	ular session on the 26th day of August,
	Commissioner Swce	moved the adoption of the fo	llowing:
]	RESOLUTION	
WHE	REAS, under date of January 2, 2025, the Apprepared with the 2025 Annual Amended Board of County Commissioners by the Co	Official Certificate of Estimat	
WHE	REAS , County Auditor's Office informed th Certificate of Estimated Revenue for the D		
WHE	REAS , the Director of Business & Finance Appropriation to reflect the following incre		nat the Board amend the 2025 Annual
	DD Capital Project Fund		
	040.0040.530600	Contract Services	\$100,000.00
	0	al Appropriation for DD Capital (Contract Services) by \$100,0	Project Fund appropriation as follows:
Adopt 26th d	ed this	BOARD OF COUNTY CAUGLAIZE COUNTY COUN	
cc: / C	ounty Auditor	John N. Bergman John Sergman Douglas A. Spencer	yes yes

County Commissioners Office
Auglaize County, Ohio
August 26, 2025

NO. <u>#25-441</u>

IN THE MATTER OF AUTHORIZING AN ANNUAL INSPECTION BY SECURCOM OF THE FIRE ALARM
SYSTEM IN THE COURTHOUSE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of August, 2025

Commissioner _____ moved the adoption of the following:

RESOLUTION

- WHEREAS, SecurCom has informed the Board of County Commissioners that it is necessary to perform an annual inspection of the fire alarm system installed in the Courthouse; and,
- WHEREAS, a quotation has been submitted to the Board by SecurCom to perform a complete inspection pursuant to the Ohio Revised Code and NFPA Code which is based upon the devices/equipment listed in quotation but does not include any costs for repairs found necessary which are not covered by warranty; and,
- WHEREAS, after completion of the inspection, SecurCom will provide the County with proper documentation and an inspection report which is necessary for the County's records as proof of inspection/testing for the local Fire Department; and,
- WHEREAS, the cost of this offered fire alarm inspection by SecurCom is quoted at \$3,040.00.
- **THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board of the Board of Auglaize County Commissioners to execute the quote for the fire alarm system inspection by SecurCom as quoted; and,
- **BE IT FURTHER RESOLVED** that the Board directs the Clerk of the Board to encumber \$3,040.00 to SecurCom for payment of above authorized inspection.

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

Adopted this 26th day of August, 2025

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

David Bambauer

John N. Bergman

Douglas A. Spencer

cc: SecurCom

Maintenance Supervisor

Clerk of the Board