

IN THE MATTER OF APPROVING A CONTRACT BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SPECIALIZED ALTERNATIVES FOR FAMILIES AND YOUTH OF OHIO, INC. FOR PROFESSIONAL SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of December, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job and Family Services has the responsibility of contracting with various agencies for placement and related services for children who are in the care and custody of said Department , as well as, the protective services for dependent, neglected and abused children; and,

WHEREAS, a contract for said professional services, between the Auglaize County Department of Job and Family Services, a Title IV-E Agency, and Specialized Alternatives for Families and Youth of Ohio was provided to the Board of County Commissioners by the Job & Family Services Dept. with a request that the Board approve the contract with the term of contract being January 1, 2022 through December 31, 2022 at the maximum cost of \$50,000.00 for contracted services.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job and Family Services and Specialized Alternatives for Families and Youth of Ohio, Inc. for the professional services to dependent, neglected and abused children in the custody and care of the Job & Family Services Dept.; and,

BE IT FURTHER RESOLVED that the Board does hereby authorize the execution of said contract by the Board of County Commissioners.

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

Adopted this
28th day of
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Department of Job & Family Services

IN THE MATTER OF APPROVING LEASES AT THE NEIL ARMSTRONG AIRPORT FOR VARIOUS HANGAR SPACES; RATIFYING THE EXECUTION OF THE LEASES.

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 28th day of December, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, at the Auglaize County owned Neil Armstrong Airport, there are various hangars which are rented to numerous companies and individuals by the Auglaize County Airport Authority, designated as Agent for Auglaize County, for non-commercial storage of aircraft and auxiliary incidental uses associated therewith; and,

WHEREAS, the subsequent companies/individuals have entered into twelve (12) month leases, commencing January 1, 2022:

Kenneth Boyd	\$114.00/month
Schmiesing Brothers Aviation LTD	\$193.00/month
Four Alpha Juliet LLC	\$391.00/month
NBO Enterprises	\$185.00/month
Paul LeBlanc	\$196.00/month
Poor Farmer Aviation LLC	\$196.00/month
Windward Aviation Solutions LLC	\$196.00/month
Truck Drivers Institute Inc.	\$196.00/month
Donald H. Holthaus	\$240.00/month
4535X Flyers LLC	\$240.00/month
Randall & Naomi St. Julian	\$196.00/month
Michael Schnell	\$196.00/month
Ned Koenig	\$196.00/month
Bobs Biz Ltd.	\$196.00/month
Arnold Aviation LTD	\$284.00/month
Greg Dennings	\$245.00/month
William Schulze	\$137.00/month
Mark Gesler	\$137.00/month
Michael Schnell	\$137.00/month
RSTL LLC	\$137.00/month

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above mentioned Hangar leases with companies and individuals as listed for airplane hangars as specified in the lease agreements; and,

BE IT FURTHER RESOLVED that said Board ratifies the execution of said lease agreements.

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

Adopted this
28th day of
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: ✓ Airport Manager
✓ Airport Authority

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND KEVIN PIERRON FOR USE OF HANGAR "H" AT NEIL ARMSTRONG AIRPORT; AUTHORIZING THE EXECUTION OF SAID LEASE.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 28th of December, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, negotiations have been on-going concerning a lease for Hangar "H" at the Neil Armstrong Airport which is owned by Auglaize County/Auglaize County Board of County Commissioners; and,

WHEREAS, the Auglaize County Airport Hangar committee and Kevin Pierron have presented the Board with a lease agreement deem satisfactory by both parties; and,

WHEREAS, it is the recommendation of the Auglaize County Airport Hangar committee that the Auglaize County Board of County Commissioners approve the terms of such lease.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the aforementioned lease for Hangar "H" at the Neil Armstrong Airport; said lease being between Auglaize County Board of Commissioners and Kevin Pierron; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the execution of said lease; and,

BE IT FURTHER RESOLVED that a copy of said lease be hereto attached and thus be made a part of this Resolution.

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

Adopted this
28th day of
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Kevin Pierron
Airport Authority
Airport Manager
Auglaize County Prosecutor

Auglaize County Neil Armstrong Airport

Hangar Lease Agreement

Kevin Pierron

Section 1. Parties

This Hangar Lease Agreement (this "**Agreement**") is entered into this 1st day of January, 2022 by and between the Auglaize County Neil Armstrong Airport Authority 07776 St. Rt. 219 New Knoxville Ohio 45871, Village of New Knoxville, State of Ohio, by and through the Auglaize County Board of County Commissioners, 209 S. Blackhoof St., Room 201, Wapakoneta, OH 45895, City of Wapakoneta, State of Ohio ("**Lessor**"), and Kevin Pierron, 629 Washington St, Versailles, OH 45380, Village of Versailles, State of Ohio ("**Lessee**").

Section II. Description of Lease Premises

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor a portion of the former "County Hangar" ("**Hangar H**"), located at the Auglaize County Neil Armstrong Airport, New Knoxville, Auglaize County, Ohio. Specifically, the premises subject to this Agreement is the entire hangar, save and except, 32 feet of the uniformed width across the entire east side of said hangar ("**Leased Premise**"). Said Leased Premise shall include the office area located in said hangar.

Section III. Terms

The above described Leased Premises is leased for a term of three (3) years, beginning January 1, 2022 and ending on December 31, 2024 or until terminated under the terms of this Agreement (the "**Term**"). This Agreement may be renewed for two

additional one-year periods, if both parties mutually agree and with such rental adjustment as provided herein.

Section IV. Rent

The total rent for the Term shall be Seven Thousand Eight Hundred and Zero cents (\$7,800.00), which is payable in equal monthly installments of Six Hundred Fifty Dollars and Zero Cents (\$650.00) starting on January 1, 2022 and ending on December 31, 2024. Each monthly installment payment is due on the first day of the month during the Term of this Agreement. Should this Agreement extend for calendar year 2025 and 2026, the rental rate shall be adjusted through mutual agreement between Lessee and Lessor.

Section V. Use and Occupancy

Lessee agrees to use and occupy the Leased Premises as an aircraft maintenance and inspection business including aircraft interior and exterior repair, restoration, and replacement, oxygen and nitrogen service, aircraft part sales, instrumentation, aircraft accessories, and for no other purpose (the "**Business**"). Lessee agrees to operate the Business Monday through Friday, with normal business hours of at least 30 hours per week, and with licensed and qualified personnel. Lessor must be notified in advance and in writing, should there be a decrease in available hours or qualified personnel, but in no event should Lessee operate the Business less than 30 hours in a work week. Lessee is encouraged to have after hours or call out options available, along with a ground power cart. Lessee may request in writing for additional business activities to be permitted under this Agreement. The request for additional business activities will be reviewed by the Lessor and must be approved in writing before commencement of said activity.

Section VI. Place of Payment of Rent

Lessee shall pay the stated rent to Lessor at the Lessor's above stated address, or at any other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or set-off.

Section VII. Care and Repair of Premises

Lessee shall not commit any act of waste and shall take good care of the Leased Premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the Leased Premises, conform to all laws, orders, and regulations of the federal, state, and local governments or any of their departments. Lessor shall make all necessary repairs to the premises, except where the repair has been necessary by the misuse or neglect by Lessee or the Lessee's agents, servants, visitors, or licensees. All improvements made to the Leased Premises which are attached to the Leased Premises so that they cannot be removed without material injury to the Leased Premises, shall become property of the Lessor upon installation. Not later than the last day of the Term, Lessee shall, at Lessee's expense, remove all of the Lessee's personal property and those improvements made by the Lessee which are not the property of the Lessor, including trade fixtures, cabinet work, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of the property or improvements; and surrender the Leased Premises in as good condition as they were at the beginning of the Term, reasonable wear and damage, not do to the misuse or neglect by the Lessee's agents, servants, visitors, or licensees excepted. All property of the Lessee remaining on the Leased Premises after the last day of the Term of this Agreement shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse for the cost of removal.

Lessor may have any property left on the Leased Premises stored at Lessee's risk and expense.

Section VIII. Alteration, Additions, or Improvements

Lessee shall not, without first obtaining written consent of the Lessor, make any alterations, additions, or improvements in, to or about the Leased Premises.

Section IX. Accumulation of Waste or Refuse Matter

Lessee shall not permit the accumulation of waste or refuse matter on the Leased Premises or anywhere in or near the Leased Premises.

Section X. Assignment or Sublease

Lessee shall not, without first obtaining written consent of the Lessor, which consent may be withheld at the sole discretion of the Lessor, assign, mortgage, pledge, or encumber this Agreement, in whole or in part, or sublet the Leased Premises or any part of the Leased Premises.

Section XI. Utilities

Lessor agrees to furnish adequate and reasonable heat for the main hangar. Heat for the offices and restrooms shall be responsibility of the Lessee. Lessee shall be responsible, and pay all electric, internet access, and phone bills for said Leased Premises.

Section XII. Insurance/Indemnification

Lessee shall defend, indemnify and hold Lessor harmless from loss arising out of the Lessee's negligence. Further, Lessee shall maintain a policy of general causality and liability insurance on said Leased Premises and the Business in the amount of One Million Dollars. Lessee shall supply certificate of said coverage to Lessor before taking occupancy of the Leased Premises, or upon demand of Lessor. The certificate must include Lessor as an additional insured for liability arising out of Lessee's negligence.

Section XIII. Lessor's Remedies on Default

If Lessee defaults on the payment of rent or defaults on the performance of any of the other covenants or conditions of this Agreement, Lessor may give Lessee notice of the default. If the Lessee does not cure default within 10 business days following the Lessor's Net 30 terms, the Lessor may terminate this Agreement on not less than 5 business days notice to Lessee. Unless the Lessee has made written notification to Lessor prior to the end of the Net 30 terms regarding default detailing remedy, on the date specified in the notice, the Term of this Agreement shall terminate and Lessee shall then quit and surrender the Leased Premises to Lessor, but Lessee shall remain liable for any unpaid rent. If this Agreement is terminated by Lessor, Lessor may at any time after termination resume possession of the Leased Premises by any lawful means and remove Lessee or other occupants and its or their affects.

Section XIV. Notices

Any notice by either party to the other shall be in writing and shall be deemed proper only if delivered personally or sent by registered or certified mail in an addressed post-paid envelope to the address above, or to another address as Lessee or Lessor,

respectively may designate in writing. Notice shall be deemed properly given if delivered personally, upon delivery, and if mailed, upon the third day after mailing.

Section XV. Lessor's Right to Inspection, Repair and Maintenance

Lessor may enter the Leased Premises at any reasonable time, for the purpose of inspection or to make repairs, replacements, or additions in, to, on, and about the Leased Premises, as Lessor deems necessary or desirable. Lessor shall provide reasonable notice to Lessee when access is necessary.

Section XVI. Lessor's Right to Show Premises

Lessor may show the premises to prospective tenants during business hours upon reasonable notice to Lessee.

Section XVII. Effective other Representations

No representations or promises shall be binding on the parties with in this Agreement except those representations and promises contained in this Agreement or in some future writing signed by the party making the representations or promises.

Section XVIII. Peaceful Enjoyment

Lessor covenants that if, and for as long as Lessee pays the rent, as provided in this Agreement, and performs the contents of this Lease, Lessee shall peaceable and quietly have, hold, and enjoy the Leased Premises for the Term mentioned, subject to the provisions of this Agreement.

Section XIX. Binding Effect on Successors and Assigns

The Provisions of the Agreement shall apply to, bind, and insure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns.

Section XX. Early Termination

The Lessee or the Lessor has the right to terminate this contract with 60 days advanced notice to the other party.

Section XXI. Minimum Standards

Lessee has received a copy of the Auglaize County Airport Authority's Minimum Standards for the Neil Armstrong Airport Standards. . Lessee further understands that such standards may be modified from time to time and such modifications will be communicated to Lessee.

Signed on this 28th day of December, 2021.

Board of Commissioners
Auglaize County, Ohio

[Signature]
Witness

Douglas A. Spencer

[Signature]
Witness

[Signature]
John N. Bergman

[Signature]
Dave Bambauer

Signed on this 14th day of December, 2021.

[Signature]
Witness

[Signature]
Kevin Pierron

[Signature]
Witness

IN THE MATTER OF AUTHORIZING THE SECUREMENT OF INTEREST COST FOR A NOTE NEEDED FOR THE BALANCE OF MONEY FOR THE DICKMAN DITCH IMPROVEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of December, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary, at this time, to obtain a note for the balance of money needed to complete the Dickman county ditch project; and,

WHEREAS, the County Engineer's office informed the Board of County Commissioners that the amount remaining as the unpaid balance from the total amounts assessed and the time period for the note is:

Dickman Ditch Improvement: Ten (10) semi-annual installments note \$24,166.72.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the necessary steps to be taken to secure interest cost for said note for the balance of money needed to complete the above named Ditch improvement project in the amount as mentioned 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
28th day of
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bergman, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Engineer
County Auditor

IN THE MATTER OF AUTHORIZING THE ADDITIONAL PURCHASE OF OFFICE FURNITURE FOR THE INFORMATION TECHNOLOGY DEPARTMENT FROM FOUR-U-OFFICE SUPPLY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of December, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the IT Manager presented a quote for the additional office furniture from Four-U-Office Supply for the Information Technology Department's office space for a total amount of \$399.00 and shipping of \$125.00 for a total cost of \$524.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the purchase of said office furniture from Four-U-Office Supply for the Technology Department's Office as noted above at the total cost of \$524.00; and,

BE IT FUTHER RESOLVED that the above cost for the office furniture will be funded from the Permanent Improvement Fund; and,

BE IT STILL FURTHER RESOLVED that the Board authorizes the IT Manager to proceed with the purchase of the office furniture for the Information Technology Department.

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

Adopted this
28th day of
December, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

cc: IT Manager
County Administrator

Date: DECEMBER 28, 2021

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: CHANGE ORDER 2 FOR THE BURNTWOOD-LANGENKAMP WETLAND
CONSERVATION AREA PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 28th day of December, 2021, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. John Bergman, and Mr. David Bambauer. Mr. Doug Spencer and Dr. Greg Homan were absent.

Mr. Muhlenkamp moved the adoption of the following:

RESOLUTION

WHEREAS, on July 27, 2021, the Board of Directors of Grand Lake St. Marys LFA awarded the contract for the Burntwood-Langenkamp Wetland Conservation Area Project to VTF Excavation, LLC in the amount of nine hundred seven thousand seven hundred eighty-three 21/100 dollars (\$907,783.21); and

WHEREAS, on November 23, 2021, the LFA Board approved Change Order 2 for said project revising the contract sum to \$1,027,396.55; and

WHEREAS, the LFA Board is in receipt of Change Order 2 for said project; the change order is to pay for additional berm work, tree removal, and 12" stone drive to bridge; and

WHEREAS, the contract is changed as follows:

Original Contract Sum:	\$907,783.21
Change by Previously authorized Change Orders:	\$119,613.34
This Change Order will Increase Contract Sum by:	<u>\$28,610.90</u>
Contract Sum to Date:	\$1,056,007.45

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

- 1) The Board of Directors hereby approves Change Order 2 for the Burntwood-Langenkamp Wetland Conservation Area Project; and,
- 2) The revised contract sum for said project is one million fifty-six thousand seven and 45/100 dollars (\$1,056,007.45).

Mr. John Bergman 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

 _____, *yes*;

Mr. Jerry Laffin

Absent _____;

Mr. Douglas Spencer

 _____, *yes*;

Mr. Rick Muhlenkamp

 _____, *yes*;

Mr. John Bergman

Absent _____;

Dr. Greg Homan

 _____, *yes*;

Mr. David Bambauer

Motion carried.

Adopted this 28th day of December, 2021.

ATTEST:

 _____

Kim Everman, Acting Clerk
Board of Mercer County Commissioners

Date: DECEMBER 28, 2021

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA EXECUTING
matter of: LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES BY MAD SCIENTIST
ASSOCIATES, LLC FOR THE MERCER WILDLIFE AREA WETLAND PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 28th day of December, 2021, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. John Bergman, and Mr. David Bambauer. Mr. Doug Spencer and Dr. Greg Homan were absent.

Mr. Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on April 27, 2021, the Grand Lake St. Marys Lake Facilities Authority Board entered into an H2Ohio Grant Award Agreement for the Mercer Wildlife Area Wetland Project; and

WHEREAS, Phase 2 of this project requires that a wetland delineation be performed on approximately 18 acres located northeast of the intersection of US Route 127 and State Route 703 and referred to as the Mercer Wildlife Area; and

WHEREAS, Theresa Dirksen has solicited and received the following proposals for the wetland delineation services:

- 1) Mad Scientist Associates, LLC, Westerville, Ohio \$4,981.00
- 2) CTL Engineering of Ohio, Wapakoneta, Ohio
Service outside the growing season (Oct. 15 – April 15) \$6,050.00

WHEREAS, Theresa Dirksen recommends to proceed with Mad Scientist Associates, LLC;

NOW, THEREFORE, BE IT RESOLVED, the Grand Lake St. Marys Lake Facilities Authority Board hereby agrees to the terms of the proposal and Letter of Agreement by Mad Scientist Associates, LLC and authorizes the execution thereof by Chairman Jerry Laffin.

Mr. Bergman 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

Mr. Jerry Laffin Jerry Laffin Yes

Mr. Rick Muhlenkamp Rick Muhlenkamp Yes

Absent _____
Dr. Greg Homan _____

Motion carried.

Adopted this 28th day of December, 2021.

ATTEST:

Kim Everman
Kim Everman, Acting Clerk

David Bambauer Yes
Mr. David Bambauer

John Bergman Yes
Mr. John Bergman

Absent _____
Mr. Douglas Spencer

Date: DECEMBER 28, 2021

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: PURCHASE OF SERVICES TO REMOVE TREES AND BRUSH AS PART OF THE
MERCER WILDLIFE AREA PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 28th day of December, 2021, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. John Bergman, and Mr. David Bambauer. Dr. Greg Homan and Mr. Doug Spencer were absent.

Mr. Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Pursuant to the Resolution dated April 27, 2021, the Board of Directors of Grand Lake St. Marys LFA entered into an "H2Ohio Grant Award Agreement" with Ohio Department of Natural Resources (ODNR) for the Mercer Wildlife Area Wetland Project; and

WHEREAS, Relative to said Project, Theresa Dirksen has solicited quotes to clear 2.6 acres of trees and brush; the following bids were received:

- 1. *Springer & Sons Tree Service, Celina, Ohio* \$49,865.00
- 2. *Braun Excavating, LLC, Celina, Ohio* \$48,790.00

WHEREAS, this work needs to be accomplished by March 31, 2022; Theresa Dirksen recommends to proceed with the lowest quote from Braun Excavating. LLC;


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

- 1) The Board of Directors hereby approves the purchase of services to remove trees and brush as a part of the Mercer Wildlife Area Project; and
- 2) The Board of Directors accepts the quote submitted by Braun Excavating, LLC for said services in the amount of Forty-eight Thousand Seven Hundred Ninety and 00/100 (\$48,790.00) Dollars.
- 3) Chairman Laffin was authorized to execute a contract on the same as approved by legal counsel.

Mr. Muhlenkamp 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

 _____
Mr. Jerry Laffin

 _____
Mr. Rick Muhlenkamp

Absent _____
Dr. Greg Homan

Motion carried.

Adopted this 28th day of December, 2021.

ATTEST:

 _____

Kim Everman, Acting Clerk
Board of Mercer County Commissioners

 _____
Mr. David Bambauer

 _____
Mr. John Bergman

Absent _____
Mr. Douglas Spencer

Date: DECEMBER 28, 2021

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: CHANGE ORDER 2 FOR THE GILLILAND NATURE PRESERVE WETLAND NATURAL
AREA DEVELOPMENT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 28th day of December, 2021, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. John Bergman, Mr. David Bambauer, and Mr. Doug Spencer. Dr. Greg Homan was absent.

Mr. Dave Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on January 26, 2021, the Board of Directors of Grand Lake St. Marys LFA awarded the contract for the Gilliland Nature Preserve Wetland/Natural Area Development Project to Fenson Contracting, LLC in the amount of fifty thousand four hundred thirty-two 50/100 dollars (\$50,432.50); and

WHEREAS, on November 23, 2021, the LFA Board approved Change Order 1 for said project revising the contract sum to \$54,245.64; and

WHEREAS, the LFA Board is in receipt of Change Order 2 for said project; the change order is to upgrade to potted shrubs; and

WHEREAS, the contract is changed as follows:

Original Contract Sum:	\$50,432.50
Change by Previously authorized Change Orders:	\$ 3,813.14
This Change Order will Increase Contract Sum by:	<u>\$ 7,500.00</u>
New Contract Sum:	\$61,745.64

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

- 1) The Board of Directors hereby approves Change Order 2 for the Gilliland Nature Preserve Wetland/ Natural Area Development Project; and,
- 2) The revised contract sum for said project is sixty-one thousand seven hundred forty-five 64/100 dollars (\$61,745.64).

Mr. Rick Muhlenkamp 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

Mr. Jerry Laffin	<u>Jerry Laffin</u>	<u>yes</u>
Mr. Rick Muhlenkamp	<u>Rick Muhlenkamp</u>	<u>yes</u>
Absent		
Dr. Greg Homan		

Absent	
Mr. Douglas Spencer	
<u>John Bergman</u>	<u>yes</u>
Mr. John Bergman	
<u>David Bambauer</u>	<u>yes</u>
Mr. David Bambauer	

Motion carried.

Adopted this 28th day of December, 2021.

ATTEST:

Kim Everman
Kim Everman, Acting Clerk
Board of Mercer County Commissioners