

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF JASON FREYTAG AS A SORT LINE
OPERATOR/DRIVER FOR THE AUGLAIZE COUNTY RECYCLE CENTER.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Jason Freytag, Auglaize County Recycle Center employee, submitted the following correspondence to the Auglaize County Recycling:

February 9, 2024

I Jason Freytag am placing a two week notice on February 9, 2024. My last day will be on February 23, 2024. I am resigning my position on that date.

Sincerely,
s/Jason Freytag
Jason Freytag

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County does hereby accept the resignation of Jason Freytag as a Sort Line Operator/Driver at the Auglaize County Recycle Center; same to be effective at 11:59:59 p.m., February 23, 2024; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does commend Auglaize County Recycle Center employee Jason Freytag for his faithfulness and dedication to the citizenry of Auglaize County, and does further, extend its best wishes in his future endeavors.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, yes
John N. Bergman

- cc: Jason Freytag
- ✓ Solid Waste/Recycle Center
- ✓ Auditor

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

County Auditor – General Office Fund:

Amount:	From:	To:
\$1,400.00	001.0103.536400 (Workers Comp)	001.0103.530400 (Equipment)

Permanent Improvement Fund:

\$1,374,321.00	041.0041.559700 (Acres Transfer)	041.0041.550100 (Projects)
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THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: ~~County Auditor~~
~~County Administrator~~

IN THE MATTER OF ACCEPTING THE QUOTE FROM BALLWEG PAINTING FOR THE WALLPAPER/HALLWAY REPAIR PROJECT FOR THE ADMINISTRATION BUILDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Ballweg Painting has submitted a quote of \$18,500.00 for the following items:

- Remove wallpaper in back staircase on all floors;
- Scrub all glue off and do repair where needed;
- Prime all walls and apply two (2) coats of finish paint;
- Sand and stain where needed on handrail.
- Apply urethane on handrail;
- Material and labor.

THEREFORE BE IT RESOLVED, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote for \$18,500.00 from Ballweg Painting for the Wallpaper/Hallway Repair Project in the Administration Building; and,

BE IT FURTHER RESOLVED that said Board of Commissioners does hereby authorize President of the Board to execute said quote per the above mentioned quote. Clerk Esther Leffel will encumber the funds from the General – Contract Repairs Fund.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

- cc: Ballweg Painting
 County Administrator
 Maintenance Department

IN THE MATTER OF ACCEPTING THE QUOTE FROM STANLEY STEEMER FOR THE CLEANING OF THE TILE PROJECT FOR THE ADMINISTRATION BUILDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Stanley Steemer has submitted a quote of \$775.00 for the cleaning of damaged tiles in the Administration Building:

- 6 stairs;
- 3 landings;
- 1 bathroom;
- Basement hall;
- Labor.

THEREFORE BE IT RESOLVED, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote for \$775.00 from Stanley Steemer for the cleaning of the Tile Project in the Administration Building; and,

BE IT FURTHER RESOLVED that said Board of Commissioners does hereby authorize President of the Board to execute said quote per the above mentioned quote. Clerk Esther Leffel will encumber the funds from the General – Contract Repairs Fund.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

- cc: ✓ Stanley Steemer
 ✓ County Administrator
 ✓ Maintenance Department

IN THE MATTER OF SETTING A DATE AND TIME TO RECEIVE BIDS FOR BITUMINOUS MATERIALS FOR THE HIGHWAY DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Andrew Baumer, County Engineer, informed the Board of County Commissioners that it is necessary to receive bids for the purchase of bituminous materials to be used by the Highway Department during the 2024 season.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby set April 2, 2024 at 10:00 a.m. as the date and time to receive and publicly open bids for the purchase of bituminous materials for the Highway Department as requested by the County Engineer; and,

BE IT FURTHER RESOLVED that the Board authorizes the County Engineer to proceed with the necessary legal steps to cause the above set bid opening.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Speneer, Yes
Douglas A. Speneer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Engineer

IN THE MATTER OF SETTING DATES AND TIMES TO RECEIVE BIDS FOR ROCK & GRAVEL AGGREGATE AND TRANSIT MIX CONCRETE & GROUT FOR THE HIGHWAY DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS it is necessary, at this time, to receive bids for the purchase of rock & gravel aggregate and transit mix concrete & grout to be used by the Highway Department during the 2024 season.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby set the following dates and times to receive the mentioned bids:

Rock & Gravel Aggregate April 2, 2024 at 10:15 a.m.;
Transit Mix Concrete & Grout April 2, 2024 at 10:30 a.m.

BE IT FURTHER RESOLVED that the Board authorizes the County Engineer to precede with the necessary legal steps to cause the above set bid openings.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: County Engineer

IN THE MATTER OF SETTING THE DATE AND TIME TO RECEIVE BIDS FOR SAID 2024 COUNTY ROAD PAVING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer, Andrew Baumer requested that the Board of County Commissioner, to set a date and time to receive bids for the 2024 Auglaize County Road Paving Program on county maintained roadways; and,

WHEREAS, Engineer Baumer further informed the Board that funding for the resurfacing will be paid with Highway Department License Plate and Gasoline Tax revenues.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby set April 2, 2024 at 10:45 a.m. as the date and time to open and publicly read bids for the County’s 2024 Road Paving Program in the Board’s office; and,

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the necessary legal steps to cause the above set bid opening.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, ye
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Engineer

IN THE MATTER OF SETTING THE DATE AND TIME TO RECEIVE BIDS FOR SAID 2024 BRIDGE PAVING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer, Andrew Baumer requested that the Board of County Commissioner, set a date and time to receive bids for the 2024 Bridge Paving Program on various bridge decks and approaches; and,

WHEREAS, Engineer Baumer further informed the Board that funding for the resurfacing will be paid with Highway Department License Plate and Gasoline Tax revenues.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby set April 2, 2024 at 11:00 a.m. as the date and time to open and publicly read bids for the County’s 2024 Bridge Paving Program in the Board’s office; and,

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the necessary legal steps to cause the above set bid opening.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: County Engineer

IN THE MATTER OF SELECTING KLEINFELDER AS THE CONSULTANT FOR PROFESSIONAL SERVICES IN PREPARATION OF THE PY2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, a qualification statement/proposal has been received by the Board of County Commissioners for professional service contracts funded by federal CDBG and HOME funds for administrative and/or technical assistance for the upcoming PY2024 Community Housing Impact and Preservation (CHIP) Grant Application and also for assistance with any other ODOB/CDBG programs; including, but not limited to competitive/set-aside grants such as Critical Infrastructure, Economic Development, and Residential Public Infrastructure Grants. Scope of work includes providing fair housing and including the 2024 Analysis of Impediments Fair Housing; and,

WHEREAS, a statement was submitted by Kleinfelder before the deadline of February 9, 2022 at 4:00 p.m., as ordered by the Board; and,

WHEREAS, three reviews and evaluations of the proposal/statement as received, were completed, and upon such, Clerk Esther Leffel has recommended to the Board that Kleinfelder be selected for services as mentioned above 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 Kleinfelder to perform the professional services as mentioned above for the PY2024 CDBG CHIP; 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 Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: Kleinfelder

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN BRITTANY BONETA AND AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FOR ESTABLISHING A FORMAL WORKING ARRANGEMENT UNDER THE OHIO START PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services has chosen to enter into a memorandum of understanding with Brittany Boneta (“Provider”) to establish a formal working arrangement between ACDJFS and Provider under the Ohio START Program; and,

WHEREAS, the initial term of this MOU shall commence on February 9, 2024 and shall continue for a period of 24 months and shall automatically renew for an unlimited number of one (1) year periods unless earlier terminated according to the terms of the MOU.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the MOU with Brittan Boneta between Auglaize County Department of Job and Family Services; and,

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

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

Adopted this 15th day
of February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 Douglas A. Spencer , Yes
Douglas A. Spencer

 David Bambauer , Yes
David Bambauer

 John N. Bergman , Yes
John N. Bergman

cc: Auglaize County Department
of Job & Family Services

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A COMPUTER AND LICENSE FOR THE IT DEPARTMENT OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to purchase a computer and license to be used by the IT Department; and,

WHEREAS, the IT Manager presented quotes for the equipment and license mentioned above:

Dell Online Store \$888.88;
CDW-G \$445.13.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the purchase, from Dell Online Store for a computer/laptop and license as noted above at the total cost of \$1,334.01.

BE IT FUTHER RESOLVED that the above cost for the computer will be funded from the General Fund - Equipment; and,

BE IT STILL FURTHER RESOLVED that the Board authorizes the IT Manager to proceed with the purchase of the one computer and license for the IT 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
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

 Douglas A. Spencer , Yes
Douglas A. Spencer

 David Bambauer , Yes
David Bambauer

 John N. Bergman , yes
John N. Bergman

cc: IT Manager
 County Administrator

IN THE MATTER OF AUTHORIZING THE QUOTE WITH GARMANN/MILLER ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES TO CONDUCT A PHASE I PROGRAMMING, PRELIMINARY DESIGN, ENGINEERING SYSTEMS REVIEW AND OPINION OF PROBABLE COST BUDGET FOR THE POTENTIAL BUILDING PROJECT AT THE AUGLAIZE COUNTY SOLID WASTE DISTRICT COMPLEX.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners and the Solid Waste District Coordinator have identified a need to explore the feasibility of a potential building project at the Auglaize County Solid Waste/Recycle Center Complex located at 15502 St. Marys River Road, St. Marys, Ohio; and,

WHEREAS, Garmann/Miller Associates, Inc. has presented a quote for a Phase I Programming, Preliminary Design, Engineering Systems Review, and Opinion of Probable Cost Budget. Garmann/Miller Associates, Inc. will conduct a feasibility study for the potential building project and this will include a meeting with all parties involved in the project as well as a detailed analysis of their findings. The detailed analysis would include their written recommendation at a cost of \$12,000.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the quote with Garmann/Miller Associates, Inc. for said firm to perform the necessary professional services to assist in the Phase I – Programming, Preliminary Design, Engineering Systems Review, and Opinion of Probable Cost Budget; and,

BE IT FURTHER RESOLVED that the Board authorizes the Solid Waste Department to encumber the funds out of contract services 004.0004.530600.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: ✓Garmann/Miller Associates, Inc.
✓Solid Waste/Recycle Center

**AGREEMENT FOR THE
PROVISION OF LIMITED
PROFESSIONAL SERVICES**

Client

Auglaize County Solid Waste
Management District
15502 St. Marys River Road
St. Marys, Ohio 45885

Attn: Scott Cisco

Billing email

scisco@auglaizecounty.org

Date

December 20, 2023

Project No.

TBD

Project Name

Auglaize County Solid Waste Management
District Study

Project Location

15502 St. Marys River Road
St. Marys, Ohio 45885



38 South Lincoln Drive
P.O. Box 71
Minster, OH 45865

1156 Dublin Road
Suite 102
Columbus, Ohio 43215

275 Veterans Way
Suite 200
Carmel, Indiana 46032

1690 Broadway
Suite 19-455
Fort Wayne, Indiana 46802

DESCRIPTION OF PROJECT

Provide a feasibility study on a pre-engineered metal building for the storage of hazardous household waste and an office space, restrooms, and training room.

SCOPE OF SERVICES

See attached Proposal for Architectural/Engineering Services for a Feasibility Study

SPECIAL CONDITIONS

None

FEE ARRANGEMENT

COMPENSATION FOR OUR SERVICES SHALL BE: \$12,000

The fee arrangement above is based on a Limitation of Liability (LoL) as defined below. Contact Garmann/Miller & Associates Inc. (GM) BEFORE accepting and signing this Agreement if modifications to the LoL are required so an appropriate fee and scope adjustment can be provided.

Reimbursables, including printing fees, plan approval fees, etc., that are not part of our Basic Services will incur a 5% markup.

Garmann Miller Current Hourly Rate Schedule (2024)

Principal	\$170	Project Manager	\$145	BIM Manager	\$130
Senior Planner	\$155	Registered Technology Designer	\$145	Design Engineer	\$125
Associate Principal	\$155	Senior Interior Designer	\$145	Technology Designer	\$125
Professional Engineer	\$150	Marketing/Community Engagement	\$140	Construction Administrator	\$125
Registered Architect	\$145	Senior Design Engineer	\$135	Designer	\$120
Landscape Architect	\$145	Interior Designer	\$130	CAD/BIM Operator	\$110
Specification Writer	\$145	Graphic Designer/Creative Leader	\$100	Intern	\$ 85
Accounting/HR	\$ 90	BD/Marketing Coordinator	\$ 90	Clerical	\$ 80

Standard hourly rates may be adjusted annually as of 2024 to reflect current cost associated with inflation and overhead expenses.

LIMITATION OF LIABILITY AMOUNT

GM's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of Design Services Fee.

This Letter of Agreement and the following attached Exhibits constitute the entire agreement between parties:
Exhibit A Terms and Conditions

An electronic version of this Letter of Agreement has been provided to you. Examine these documents and, if acceptable, sign a printed copy of this letter and return it to us; retain a copy for your records. We will begin services upon receipt of a signed contract.

Thank you for the opportunity to provide this Agreement for architectural/engineering services. Please contact me if you have any questions regarding this project or this Agreement.

Sincerely,

OFFERED BY (GM)

12/20/2023

Signature Date
Chris Monnin

Printed Name Title
Principal

ACCEPTED BY (CLIENT)

2/15/24

Signature Date
Douglas A. Spencer

Printed Name Title
President

Representing Garmann/Miller & Associates Inc.

TERMS & CONDITIONS

FEE

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 5%. Any change in scope will be discussed prior to additional services being rendered.

BILLINGS/PAYMENTS

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all cost of collection, including reasonable attorney's fees.

STANDARD OF CARE

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as similar is consistent with professional skill and care and the orderly progress of design professional's part of the project. Regardless of any other term or condition of this agreement, design professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the client nor the design professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the project or this agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profits, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

HIDDEN CONDITIONS

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the design professional has reason to believe that a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the client fails to authorize such investigation after such notification, or (2) the design professional has no reason to believe that such a condition exists, the design professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

HAZARDOUS MATERIALS/MOLD

The design professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The design professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

INDEMNIFICATIONS

The client agrees, to the fullest extent permitted by law, to indemnify and hold design professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, error or omissions and those of anyone for whom they are legally liable. The design professional further agrees, subject to limitation of liability, to indemnify the client for damages to the extent arising from its own negligent errors, acts or omissions.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the client shall pay the design professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

BETTERMENT

If a required item or component of the project is omitted from the design professional's documents, the design professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the design professional's original documents. In no event will the design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

OWNERSHIP OF DOCUMENTS

All documents produced by the design professional under this agreement, including electronic files, shall remain the property of the design professional and may not be used by this client for any other purpose without the written consent of the design professional. Any such use or reuse shall be at the sole risk of client who shall defend, indemnify and hold the design professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to design professional and its subconsultants.

DEFECTS IN SERVICE

The client shall promptly report to the design professional any defects or suspected defects in the design professional's services. The client further agrees to impose a similar notification requirement on all contractors in its client/contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the client and the client's contractors or subcontractors to notify the design professional shall relieve the design professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONSTRUCTION ACTIVITIES

The design professional shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by the client or its representatives to any one performing any construction work, nor for construction means and methods or job-site safety.

DISPUTE RESOLUTION

Any claim or dispute between the client and the design professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

RELATIONSHIP OF THE PARTIES

All services provide by design professional are for the sole use and benefit of the client. Nothing 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 the design professional.

ENTIRE OF AGREEMENT

This agreement constitutes the entire agreement between the parties and these terms & conditions may only be amended by written agreement by both parties. Should any portion of the agreement is found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

APPLICABLE LAW

The law applicable to this agreement is the state of the project location.

INITIALS _____ CSM (DESIGN PROFESSIONAL)

INITIALS _____ (CLIENT) (Initial here) ←

IN THE MATTER OF AUTHORIZING THE QUOTE WITH ACCESS ENGINEERING SOLUTIONS, LLC TO PROVIDE TOPOGRAPHICAL SURVEY FOR THE POTENTIAL BUILDING PROJECT AT THE AUGLAIZE COUNTY SOLID WASTE DISTRICT COMPLEX.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners and the Solid Waste District Coordinator have identified a need to explore the feasibility of a potential building project at the Auglaize County Solid Waste/Recycle Center Complex located at 15502 St. Marys River Road, St. Marys, Ohio; and,

WHEREAS, Access Engineering Solutions has submitted a quote to perform a topographical survey at a cost of \$3,200.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the quote for \$3,200.00 with Access Engineering Solutions, LLC for said firm to perform the necessary professional services to provide a topographical survey; and,

BE IT FURTHER RESOLVED that the Board authorizes the Solid Waste Department to encumber the funds out of contract services 004.0004.530600.

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

Adopted this
15th day of
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

- cc: ✓ Access Engineering Solutions, LLC
- ✓ Solid Waste/Recycle Center
- ✓ Garmann/Miller Associates, Inc.



January 29, 2024

Ms. Esther Leffel
Board of Auglaize County Commissioners
209 S. Blackhoof St #201
Wapakoneta, OH 45895

RECEIVED

FEB 14 2024

Board of
County Commissioners

Re: Land Survey Proposal
Auglaize County Solid Waste
15502 St Marys River Road
St Marys, OH 45885

Dear Ms. Leffel:

Access Engineering Solutions appreciates the opportunity to submit this proposal to provide a topographical survey for the above-mentioned project as requested via email from Garmann Miller on January 23, 2024.

DESCRIPTION OF WORK

Identify, locate, and map the existing site features of the Auglaize County Solid Waste site located at 15502 St Marys River Road, St Marys, OH. The site (and surrounding roadway) is approximately 5.8 acres in size. Items to be located and services to be performed are outlined in "Request for Proposal" dated January 23, 2024.

Proposed Fee for Land Survey

\$3,200.00

Once authorized to proceed we propose to have the survey completed within 30 working days depending on weather conditions.

Please contact us with any questions or additional information needed. Thank you for your time and consideration.

Sincerely,

ACCESS ENGINEERING SOLUTIONS, LLC

A handwritten signature in black ink that reads 'Brice Schmitmeyer'.

Brice Schmitmeyer, PE
President



January 23, 2024

Access Engineering Solutions
1200 Irscher Boulevard, Suite B
Celina, Ohio 45822
bds@accessengllc.com
(419) 586-1430 x101

This Request for Proposal is for Land Survey services for:
Auglaize County Solid Waste
15502 St Marys River Rd
St Marys, OH 45885

Please survey the entire property.

The property is owned by the Board of Auglaize County Commissioners.

The Client is:
Board of Auglaize County Commissioners
209 S Blackhoof St # 201
Wapakoneta, OH 45895
Attn. Esther Leffel

REQUEST FOR PROPOSAL

The Owner requests the Surveyor to submit to Garmann Miller a proposal for a Land Survey of the property described below.

The Surveyor shall submit the proposal by attaching hereto (and identifying in Article 8) the material required and returning one signed copy via e-mail to Garmann Miller. The Surveyor shall include with the proposal a statement defining any proposed deviations from the requirements of this document.

If the Owner accepts the proposal, the document will be signed by the Client and returned to the Surveyor. Upon execution and receipt by both parties, this document and all attachments listed in Articles 6, 7 and 8 shall form the Agreement between the Client and the Surveyor.

The Surveyor shall hold the proposal open for acceptance by the Owner for a period of 30 calendar days after the date of submittal.



LAND SURVEY PROPOSAL

GENERAL PROVISIONS

1.1 TIME

1.1.1 Subject to any limitations stated in this proposal, the specified Land Survey shall be completed, and the drawing(s) and report(s) delivered to the Owner and the Architect within 30 calendar days after written authorization to proceed is received, barring circumstances beyond the Surveyor's control that force a delay. In such instance, the Surveyor will inform the Owner of the cause of the delay.

1.2 COMPENSATION

1.2.1 The Surveyor shall attach the lump sum fee or rate and price schedule information or both to this proposal. The cost of the Land Survey (including the furnishing of all materials, surveying equipment and computers, labor and any required insurance) shall be a stipulated sum for all services based on this proposal, with adjustments to the stipulated sum being computed in accordance with the Surveyor's attached rate schedule if changes in the work are authorized.

1.3 BILLING AND PAYMENT

1.3.1 Billing for the survey shall be sent to the Client.

1.4 INSURANCE

1.4.1 The Surveyor shall provide and maintain insurance coverage for claims under Workers' Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Surveyor's proposal shall state the coverages and limits of liability of professional liability insurance that will be maintained for protection from claims arising out of the performance of professional services. Certificates of insurance evidencing the above coverages shall be made available at the Owner's request.

1.5 PROTECTION OF PROPERTY

1.5.1 The Surveyor shall contact the Owner for information regarding the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Surveyor's entry, including, but not limited to, repair of lawns and plantings.

1.6 QUALIFICATIONS

1.6.1 All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state to practice land surveying, and the document(s) submitted shall bear the Surveyor's seal and statement to that effect.

1.7 USE OF SURVEYOR'S DRAWINGS

1.7.1 It is understood that the Owner, or the Architect on the Owner's behalf, may reproduce the Surveyor's drawings without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawings shall remain the property of the Surveyor.



1.8 ACCURACY STANDARDS

1.8.1 Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend in the proposal positional accuracy limits and error of closure limits for the property being surveyed.

ARTICLE 2 PROPERTY INFORMATION PROVIDED BY OWNER

2.1 LEGAL/Common DESCRIPTION:

Auglaize County Solid Waste
15502 St Marys River Rd
St Marys, OH 45885

2.3 PROPERTY LINES AND ACCESS

2.3.1 Site access is provided by the following:

The Owner has title to this property and the right of entry for this survey.

The Surveyor shall contact the following person(s) in order to schedule site access and make necessary arrangements:

Scott Cisco, District Coordinator 419.394.1270 scisco@auglaizecounty.org

ARTICLE 3 DRAWING REQUIREMENTS

Requirements for land survey drawings are as indicated below.

3.1 Drawings shall note all dimensions and elevations in imperial units at approximately 20 to 40 scale.

3.2 Drawing sheets shall be trim size 30 x 42 and shall use an AutoCAD 2024 GM title block to be provided upon request.

3.3 Show NORTH arrow and locate magnetic North directed to the top of the sheet.

3.4 Include legend of symbols and abbreviations used on the drawing(s).

3.5 Spot elevations on paving or other hard surfaces shall be to the nearest .01 foot; on other surfaces, to the nearest .10 foot.

3.6 Boundary and topographic information, where both are required, shall be on the same drawing unless otherwise requested by the Architect.

3.7 State elevation datum on each drawing. Use official town datum.

3.8 Furnish to the Architect one electronic PDF file of each drawing with signature and seal and one usable AutoCAD file of the drawing(s). A definition of layers used shall be included as well as any shape files and font files for adequate use. To be fully compatible with the AutoCAD version used by GMAE, save the drawing from the original application as AutoCAD 2019 or earlier format with AEC objects exploded and with no proxy graphics. CAD drawings should be provided both in 3D and flattened.

ARTICLE 4 LAND (BOUNDARY) SURVEY REQUIREMENTS

Survey requirements shall be established as indicated below.

4.1 Show boundary lines, giving length and bearing (including reference or basis) on each straight line; interior angles, radius, point of tangency and length of curved lines. Unless otherwise



prohibited by law, where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; drive pin adequately into ground to prevent movement and mark with wood stake; state on the drawing(s) whether corners were found or set and describe each.

4.2 Not used.

4.3 Give area in square feet if less than one acre; in acres (to .001 acre) if over one acre.

4.4 Note identity, jurisdiction and width of adjoining streets and highways, width, and type of pavement. Identify street monuments and show distance to the nearest intersection.

4.5 Plot location of structures on the property. Dimension to property lines and other buildings. Note vacant parcels as VACANT. Describe building materials and note number of stories. Dimension perimeters in feet and decimals to .05 foot.

4.6 Show encroachments, including cornices, belt courses, etc., either way across property lines.

4.7 Describe fences and walls and locate them with respect to property lines.

4.8 Show recorded or otherwise known easements and rights-of-way and identify owners (holders).

4.9 Note planned rights-of-way and the nature of each.

4.10 Note planned street widenings.

4.11 Show individual lot lines and lot block numbers; show street numbers of buildings if available.

4.12 Show zoning of property. If more than one zone, show the extent of each. Show zoning of adjacent property and property across the street(s) or highway(s).

4.13 Show building line and setback requirements, if any.

4.14 Give names of owners of adjacent property.

4.15 Other: Locations of sanitary leech field, domestic water well, and water test wells for adjacent landfill.

ARTICLE 5 TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines, or on previous turning points or benchmarks. Topographical survey requirements shall be established as indicated below. If required by Section 3.1, use equivalent metric units.

5.1 A minimum of one permanent benchmark on site for each four acres and a description and elevation to nearest .01 foot.

5.2 Contours at 1-foot intervals; error shall not exceed one-half contour interval.



5.3 Spot elevation at each intersection of a 25-foot square grid covering the property.

5.4 Spot elevations at street intersections and at 25 feet on center of curb, sidewalk, and edge of paving, including far side of paving. If elevations vary from established grades, also state established grades.

5.5 Plotted location of structures, paving and improvements above and below ground.

5.6 Floor elevations and elevations at each entrance of buildings on the property.

5.7 Utility information. The following information is to be shown based on record information and on surface evidence. Inadequate record data requiring the surveyor to employ techniques of subsurface exploration to locate utilities will be an additional service subject to Owner approval: Location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property. Location of fire hydrants available to the property and the size of the main serving each. Location, elevation and characteristics of power, cable television, street lighting, traffic control facilities and communications systems above and below grade. Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each. Add name of the operating authority, including contact person and phone number, for each utility indicated above.

5.8 Mean elevation of water in any excavation, well or nearby body of water.

5.9 Location of flood plain and flood level of streams or adjacent bodies of water.

5.10 Extent of watershed onto the property.

5.11 Location of test borings if ascertainable, and the elevation of the tops of holes.

5.12 Location of trees 2 inches and over (caliper three feet above ground); locate within one foot tolerance and identify species in English and botanical terms.

5.13 Location of specimen trees; locate to center within six inches tolerance; give species in English and botanical terms, give caliper three feet above ground and ground elevation on upper slope side.

5.14 Perimeter outline only of thickly wooded areas unless otherwise directed.

5.15 Description of natural features.

5.16 Locations of sanitary leech field, domestic water well, and water test wells for adjacent landfill.

ARTICLE 6 ADDITIONAL REQUIREMENTS

(Describe any additional requirements specific to this Project.)



ARTICLE 7 ATTACHMENTS BY OWNER

(Identify attachments by Owner as described in Sections 2.1, 2.2 and 2.3, and any other documents that are incorporated by reference below.)

§ 7.1 Aerial showing the survey limits.

ARTICLE 8 ATTACHMENTS BY SURVEYOR

(Identify and attach any other terms or conditions, accompanying sketches and any other documents that are incorporated by reference below.)

§ 8.1 Fee proposal

ARTICLE 9 SUBMISSION OF PROPOSAL

By signing this document, the Land Surveyor represents that all appropriate attachments and additions have been made and that any proposed deviations from the requirements of the Owner's request have been clearly identified.

LAND SURVEYOR

PROPOSAL DATE

(Signature)

(Month, day and year)

(Printed name and title)

ARTICLE 10 ACCEPTANCE OF PROPOSAL

By signing this document, the Owner accepts the Land Surveyor's proposal, including all attachments listed in Articles 6, 7 and 8 that henceforth shall form the Agreement between the Owner and the Land Surveyor.

OWNER

ACCEPTANCE DATE

Douglas A. Spencer

(Signature)

2/15/2024

(Month, day and year)

Douglas A. Spencer, President

(Printed name and title)

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of February, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

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

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
477199	494.99	AUGLAIZE COUNTY TREASURER
477199	177.15	AUGLAIZE COUNTY TREASURER
477199	748.42	AUGLAIZE COUNTY TREASURER
477199	872.53	AUGLAIZE COUNTY TREASURER
477199	7153.89	AUGLAIZE COUNTY TREASURER
477199	451.96	AUGLAIZE COUNTY TREASURER
477199	5370.08	AUGLAIZE COUNTY TREASURER
477199	1024.07	AUGLAIZE COUNTY TREASURER
477199	137.80	AUGLAIZE COUNTY TREASURER
477205	464.00	AUGLAIZE COUNTY BOARD OF HEALTH DEPARTMENT
477213	145.88	AES
477216	43750.00	OSU EXTENSION
477217	446.07	JOHNSTON SUPPLY, INC
477218	197.35	JOHNSTON SUPPLY, INC.
477220	56000.00	KIDS COUNT TOO
477229	13943.18	SAFY
477231	4533.32	AUGLAIZE CO PCSA
477234	2012.87	SUBURBAN
477236	701.85	SUBURBAN
477245	16303.15	AUGLAIZE CO JOB & FAMILY SERVICE
477250	11536.00	KEEPING KIDS SAFE
477252	360.00	ST. MARYS TRUCKING
477260	630.00	SECURCOM
477262	954.79	JAMIE CUPP
477270	1860.00	MARSH FOUNDATION
477272	120.00	NEW KNOXVILLE HISTORICAL SOCIETY
477273	1203.17	NETWORK COMMUNICATIONS (NCIC)
477276	1263.11	OHIO FLUID
477280	2232.00	ADRIEL SCHOOL
477283	1350.00	PAIGE FIEBELKORN
477300	1477.50	TREASURER, STATE OF OHIO
477305	2900.00	CENTRAL OHIO YOUTH CENTER
477308	126.63	SARAH LEE
477311	16030.00	NORTHWEST OHIO JUV. DET. TRNG & REHAB.
477313	709.04	DOMINION ENERGY

477314	209.00	DOMINION ENERGY
477315	2586.56	DOMINION ENERGY
477316	390.07	DOMINION ENERGY
477318	280.53	MARK FREEMAN
477322	425.00	JASON THIS
477325	5000.00	HDR, INC.
477331	20096.25	PREMIER HEALTH CARE SERVICES, LLC
477332	1524.49	KLEINFELDER
477340	300.00	ST. MARYS COMMUNITY FOUNDATION
477345	2047.18	J.J. KELLER & ASSOCIATES, INC.
477351	3500.00	EXP REALTY, LLC
477352	2288.72	JOHN COLLINS
477355	547.82	CITY OF WAPAKONETA
477357	243.88	LUCAS KIEFER
477358	62568.12	CARRINGTON MORTGAGE SERVICES, LLC
477356	621.06	AUGLAIZE COUNTY ENGINEERS
D03717	22270.50	WAYNE TOWNSHIP
D03718	30000.00	BUCKLAND VILLAGE

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

Adopted this
15th day
February, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, *Yes*
Douglas A. Spencer

David Bambauer, *yes*
David Bambauer

John N. Bergman, *yes*
John N. Bergman

cc: County Auditor