

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of February, 2024.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has received a request from the JFS Business Administrator to increase the 2024 Annual Appropriation with moneys that were certified and unappropriated; and,

**WHEREAS**, Family & Children First Council Fund:

**Increase 037.0037.530600 (Contract Services) by \$15,000.00.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2024 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

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

Adopted this  
27th 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  
JFS

**IN THE MATTER OF APPROVING THE CONTRACT WITH KLEINFELDER, INC. FOR PROFESSIONAL SERVICES FOR THE PREPARATION AND SUBMISSION OF THE PY2024 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT APPLICATION.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of March, 2022.

Commissioner *David Bambauer* moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the State of Ohio, Ohio Department of Development, the Office of Community Enhancements (ODOD-OCE), provides financial assistance to local governments for the purpose of addressing local housing needs; and,

**WHEREAS**, the Auglaize County Board of County Commissioners will be submitting an application to the Ohio Office of Housing and Community Partnerships for a Small Cities Community Development Block Grant Community Housing Impact and Preservation Program (CHIP) grant for PY2024 and,

**WHEREAS**, Kleinfelder, Inc. has submitted a letter contract to the Board for said firm to provide professional planning services to assist the County, for the lump sum fee of \$12,000.00 invoiced monthly on a percentage completed basis, with the preparation of the PY2024 CHIP grant application, scheduling and convening the required public hearings, revamping the County's Housing Advisory Committee (HAC) and convening one meeting of said HAC and the submittal of said application for the PY2024 CHIP Grant; and,

**WHEREAS**, the Board of County Commissioners has reviewed the contract finding same to be in order and reasonable.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the letter contract for professional planning services of Kleinfelder, Inc. for the assistance in the application procedure for the PY2024 CHIP Grant at the terms so specified in said contract; and,

**BE IT FURTHER RESOLVED** that said Board authorizes the President of the Board, Douglas A. Spencer, to execute said letter contract.

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

Adopted this  
27th 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, Inc.

**CLIENT PROFESSIONAL SERVICES AGREEMENT**  
**PY2024 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) GRANT APPLICATION CONTRACT**  
**AUGLAIZE COUNTY, OHIO**  
**PROJECT NO. 24004772.001A**

This Agreement is made on: February 21, 2024.

**Between** Auglaize County, OH with offices at 209 South Blackhoof Street, Room 201, Wapakoneta, OH 45895 (Client)

**And** Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, OH 43402 (Kleinfelder).

**Recitals**

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

**Now it is agreed** as follows:

**1. CONTENTS OF AGREEMENT**

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- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
  - (a) first, amendments and Change Orders issued in accordance with this Agreement;
  - (b) second, Kleinfelder's Proposal, dated February 9, 2024, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
  - (c) third, this Agreement; and
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

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## 2. APPOINTMENT AND SCOPE OF SERVICES

2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, Services). The Proposal also shall specify Client's project for which the Services will be performed (Project), the location of Client's Project for providing the Services (Site), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

## 3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

## 4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
- (a) provide qualified staff to perform the Services;
  - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
  - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
  - (d) require its personnel to maintain a safe, clean and orderly work environment.

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## 5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than June 20, 2024, unless earlier terminated by either party or extended by the parties' mutual written agreement.
- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

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## 6. COMPENSATION

- 6.1 Kleinfelder will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
  - Client will pay a **lump sum of \$12,000.00**. Kleinfelder will invoice monthly on a percentage completed basis.
  - Client will pay on a **time and material basis not to exceed** the sum of \$ . Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Kleinfelder will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

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## 7. INSURANCE

- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by Kleinfelder under clause 12.1.

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## 8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions or Services;
  - (b) an adjustment in the schedule for performance; and
  - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

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## 9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

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## 10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work

products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products; Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;

(b) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;

(c) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.

## 11. CLIENT'S RESPONSIBILITIES

11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and

11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.

11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.

11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

## 12. ALLOCATION OF RISK AND INDEMNITIES

12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.

12.2 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

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**13. LIMITATION OF LIABILITY**

- 13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services or \$50,000, and Client hereby releases Kleinfelder from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.
- 13.2 This limitation of liability has been agreed after Client and Kleinfelder discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Kleinfelder.
- 13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subcontractants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

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**14. WAIVER OF CONSEQUENTIAL DAMAGES**

- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

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**15. NO CONTROL OF MEANS AND METHODS OF OTHERS**

- 15.1 Client agrees:
- (a) Kleinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
  - (b) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
  - (c) Kleinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

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**16. SITE ACCESS**

- 16.1 Client agrees to:
- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
  - (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
  - (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
  - (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

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**17. WARRANTY OF TITLE, WASTE OWNERSHIP**

- 17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement,



transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

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## **18. DISPUTE RESOLUTION**

- 18.1 If a dispute arises out of or relates to this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.
- 18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.
- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

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## **19. MISCELLANEOUS**

- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
- 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
- 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 19.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

**IN WITNESS WHEREOF**, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

**CLIENT:**

**KLEINFELDER:**

By:  \_\_\_\_\_

Printed Name: Douglas A. Spencer

Title: President, Board of Commissioners

By:



Printed Name: Denise M. Plummer, P.E.

Title: Area Manager

**ATTACHMENTS:** Appendix A, Kleinfelder Proposal

**IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 1 WITH BAUMER CONSTRUCTION, INC. FOR THE AUGLAIZE COUNTY FAIRGROUNDS VETERANS BUILDING PROJECT AND AUTHORIZES THE PRESIDENT OF THE BOARD TO EXECUTE SAID CHANGE ORDER NO. 1.**  
\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of February, 2024.

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the bid award for this project was granted to Baumer Construction, Inc. at the cost of \$262,418.00 in Resolution #23-346 on July 20, 2023; and,

**WHEREAS**, it was determined by the Auglaize County Commissioners, the Veterans Service Office, the DD Board and the Fairgrounds Manager along with Baumer Construction, Inc. that the following Change Order No. 1 needs to be made to the contract documents for the addition of the Adult Changing Room for a cost of \$20,800.00; and,

**WHEREAS**, the Change Order #1 will be part of this resolution; and,

**WHEREAS**, the Board has reviewed the suggestion; finding all to be in order and allowable; and,

**WHEREAS**, the DD Board is expected to be able to accommodate funding the change order from grant sources; and,

**WHEREAS**, Baumer Construction, Inc. is able to accommodate this Change Order No. 1; and,

**WHEREAS**, Change Order No. 1 for the Auglaize County Fairgrounds Veterans Building Project has been presented to the Board of County Commissioners for approval and authorization of the following project.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute Change Order No. 1 for the addition of an Adult Change Room at a cost of \$20,800.00; and

**BE IT FURTHER RESOLVED**, that other funding through the DD Board is available for the payment of the Change Order #1.

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

Adopted this  
27th 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:  Baumer Construction, Inc.  
 Fairgrounds Manger  
 DD Board  
 Veterans Service Office



**BAUMER CONSTRUCTION, INC.**

285 S. Ohio St.  
PO Box 3  
Minster, Ohio 45865  
Phone: 419-628-3364

**CHANGE ORDER NUMBER 1**

TO: Erica Preston \_\_\_\_\_ JOB NAME/LOCATION: Vets Building  
Auglaize County Administrator \_\_\_\_\_ JOB NUMBER: \_\_\_\_\_  
DATE: February 12, 2024

DATE OF EXISTING CONTRACT July 20, 2023

\*\*\*\*\*  
WE HEREBY AGREE TO MAKE THE CHANGE(S) SPECIFIED BELOW:

- RE:**
- Add interior wall for Adult Changing Room, same as other walls.
  - Add exterior man door
  - Remove 1 window
  - Add lavatory, HC toilet, instant water heater, 1 floor drain, and sanitary plumbing
  - Add exhaust fan and lights
  - Add HC grab bars
  - Add power for changing table, ventilation, and lights.
  - \$1,000 allowance for winterization pit. Design to be determined.

Total for this Change Order ..... \$ 20,800

NOTE: This Change Order becomes part of and in conformance with the existing contract.  
\*\*\*\*\*  
WE AGREE hereby to make the change(s) specified above at this price.

DATE February 12, 2024 PREVIOUS CONTRACT AMOUNT: \$ 262,418  
REVISED CONTRACT TOTAL: \$ 283,218

AUTHORIZED SIGNATURE \_\_\_\_\_  
(CONTRACTOR)  
\*\*\*\*\*

**ACCEPTED** - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

DATE OF ACCEPTANCE 2/27/24 SIGNATURE [Signature]  
(OWNER)

County Commissioners Office  
Auglaize County, Ohio  
February 27, 2024

NO.   #24-123  

**IN THE MATTER OF AUTHORIZING THE ASSISTANT COUNTY COMPUTER OPERATIONS  
MANAGER TO BE PAID OVERTIME EFFECTIVE FEBRUARY 29, 2024.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of February, 2024.

Commissioner   Bambauer   moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Scott Stanford is employed as the Assistant County Computer Operations Manager in the Information Technology Department for Auglaize County; and,

**WHEREAS**, the County Administrator, Erica Preston, has requested to pay the above named individual overtime pay for hours in excess of 40 hours per week due to the staffing issues with the IT department. The effective date is February 29, 2024 for the overtime to be paid until the hiring of the new IT Operations Manager or earlier if deemed appropriate by the Board of County Commissioners.

**WHEREAS**, the Board of County Commissioners wishes the above named individual to be paid for the overtime hours as described above.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize Scott Stanford, Auglaize County Computer Operations Manager employee, to be paid as overtime hours for all eligible hours for overtime hours worked starting February 29, 2024 .

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

Adopted this  
27th 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: Clerk of the Board  
✓ Scott Stanford

**IN THE MATTER OF AUTHORIZING THE ADDITIONAL QUOTE FROM WABASH FOR THE INSTALLATION OF FIBER AND THE INSTALLATION OF THE FIBER ON THE POLE MOUNT LOCATED AT THE AUGLAIZE COUNTY LAW ENFORCEMENT CENTER.**

\*\*\*\*\*  
The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of February, 2024.

Commissioner David Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Sheriff Michael Vorhees submitted to the Board of County Commissioners two quotes for the fiber installation and the pole mount for the fiber at the Law Enforcement Center; and,

**WHEREAS**, Wabash furnished an additional quote for the following:

Unforeseen wider concrete bases on the camera poles. This will include replacing the one existing busted Cantex box with a new one. It also includes running conduit stubs from the new vaults into the Cantex box at each pole. This also includes boring into the manhole to utilize previous install duct work - \$1,320.62.

**THEREFORE BE IT RESOLVED**, that the Board of Auglaize County Commissioners does hereby approve and authorizes the additional quote from Wabash for the installation of fiber projects at the Law Enforcement Center; and,

**BE IT FURTHER RESOLVED** that said Board directs the Clerk of the Board to encumber \$1,320.62 out of the five year plan in the General Fund for the LEC for said quotes.

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

Adopted this  
27th day of  
February, 2024

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes

David Bambauer, yes

John N. Bergman, yes

cc: Wabash  
✓ IT Manager  
✓ Sheriff





# Sales Estimate

Date February 21, 2024  
Quote valid for 30 days

6670 Wabash Rd, Celina Ohio 45822

<b>Customer</b> Auglaize County - Jail	<b>Quoted By:</b> Lando
<b>Quote/Project Description</b> This quote is caused by unforeseen wider concrete bases on the camera poles. This will include replacing the one existing busted Cantex box with a new one. It also includes running conduit stubs from the new vaults into the Cantex box at each pole. This also includes boring into manhole to utilize previous install ductwork.	

Line Items	Price	Qty	Line Total
UNDERGROUND CANTEX BOX	\$95.80	1	\$95.80
3/4" LIQUID TIGHT STRAIGHT CONNECTOR	\$2.27	10	\$22.70
3/4" x SDR 13.5 Gray w/Tape Duct	\$0.40	24	\$9.60
ZINSSER WATER TITE HYDRAULIC CEMENT	\$28.52	1	\$28.52
12F TO 24F CONVERSION	\$0.16	1650	\$264.00
<p><b>RECEIVED</b></p> <p>FEB 22 2024</p> <p>Board of County Commissioners</p>			
Misc Parts	\$25.00	2	\$50.00
Construction Labor	\$85.00	10	\$850.00
Installation Labor	\$85.00		

Additional Line Items	Price	Qty

**Special Notes and Instructions**

Once signed, please fax, mail or email it to the provided address.

Subtotal	\$	1,320.62
Sales Tax	\$	
Discount	%	

**Total**    \$    **1,320.62**

**Terms and Conditions**

- The information above is not an invoice and only an estimate of services/goods described.
- All labor is estimated at hourly rate. Should overtime be required, additional labor charges may be applied.
- Client will coordinate with Wabash on any network configurations or changes needed to the network prior to or during this project.
  - Any delays occurred due to limited access or non compliance may result in additional labor charges being applied.
- Wabash will not be held liable for any delays or deadlines missed due to circumstances beyond Wabash's reasonable control.
  - This estimate does not include electrical work.
  - Any returned items may be subject to a 15% restocking fee.

Please confirm your acceptance of this quote by signing this document.

Signature 

Print Name **Douglas A. Spencer**

Date **2-27-24**

**Thank you for your business!**

Should you have any inquiries concerning this quote, please contact Wabash Billing Department at 419-942-1111

6670 Wabash Rd, Celina, OH 45822  
 Tel: 419-942-1111 Fax: 419-942-1236 Email: [info@wabash.com](mailto:info@wabash.com) Web: [www.wabash.com](http://www.wabash.com)



County Commissioners Office  
Auglaize County, Ohio  
February 27, 2024

**IN THE MATTER OF THE RE-APPOINTING PRESTON MEYER TO THE AUGLAIZE/SHELBY COUNTIES ZONING BOARD OF APPEALS FOR THE NEIL ARMSTRONG AIRPORT.**  
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The Auglaize/Shelby Airport Zoning Board, consisting of the Joint Boards of County Commissioners of Auglaize and Shelby Counties, Ohio met on the 27th day of February, 2024 with the following members present:

Auglaize County: Spencer, Bamberger, Bergman  
Shelby County: Guilbert, Baranost, Ebermann  
Commissioner Bamberger moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the term of Preston Meyer, as a member of the Auglaize/Shelby County Zoning Board of Appeals, will terminate March 31, 2024; and,

**WHEREAS**, Mr. Meyer was contacted about his willingness to serve another three year term on the said Board of Appeals; and,

**WHEREAS**, Preston Meyer has agreed to be re-appointed and will serve another full term of three years.

**THEREFORE, BE IT RESOLVED** that the Auglaize/Shelby County Airport Zoning Board does hereby agree to re-appoint Preston Meyer to the Auglaize/Shelby County Airport Zoning Board of Appeals for a three year term, to commence April 1, 2024 and terminate March 31, 2027.

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

Adopted this  
27th day of  
February, 2024

AUGLAIZE COUNTY, OHIO

David Spenser, Yes  
Dan Bamberger, Yes  
John N. Bergman, yes

SHELBY COUNTY, OHIO

Anthony Ebermann, yes  
John Ebermann, yes  
Robert A. Guilbert, yes

cc: Airport Authority President  
/ Above mentioned appointee

Date: FEBRUARY 27, 2024

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA SETTING DATE AND  
matter of: TIME TO RECEIVE BIDS FOR THE NORTSHORE GREENSPACE & ROSENBECK  
NATURE PRESERVE PROJECT

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The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 27<sup>th</sup> day of February, 2024, at the Office of the Mercer County Commissioners with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Buschur, Mr. David Bambauer, Mr. John Bergman, and Mr. Doug Spencer.

Mr. Buschur moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Grand Lake St. Marys LFA shall follow section 353.03 of the Ohio Revised Code for expenditures exceeding fifty thousand dollars; and

WHEREAS, the Northshore Greenspace and Rosenbeck Nature Preserve Project will construct and install wetlands in Jefferson Township and Butler Township, Mercer County.

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

- 1) The Board of Directors hereby sets the deadline for filing bids for the Northshore Greenspace and Rosenbeck Nature Preserve Project as March 21, 2024 at 11:00 a.m. at the office of the Mercer County Commissioners, 220 W. Livingston St., Rm. A201, Celina, Ohio; and,
- 2) The Board of Directors authorizes the Clerk to make publication twice, with at least seven days between publications, in a newspaper of general circulation in the impacted lake district – The Daily Standard. Notice shall be maintained in a public place for at least two weeks preceding the day of the opening of the bids; and,
- 3) On March 21, 2024 at 11:00 a.m., the Mercer County Commissioners are hereby authorized to open and read aloud the bids received for the Northshore Greenspace Project and Rosenbeck Nature Preserve Project; and,
- 4) Mercer County shall send a copy of the bids received for said improvement project to the project manager for review and recommendations.


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

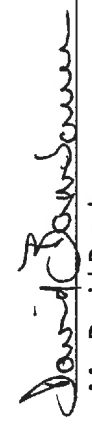
Adopted this 27<sup>th</sup> day of February, 2024.

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

  
Mr. Jerry Laffin \_\_\_\_\_ Yes; \_\_\_\_\_

  
Mr. Rick Muhlenkamp \_\_\_\_\_ Yes; \_\_\_\_\_

  
Mr. David Buschur \_\_\_\_\_ Yes; \_\_\_\_\_

  
Mr. David Bambauer \_\_\_\_\_ Yes; \_\_\_\_\_

  
Mr. John Bergman \_\_\_\_\_ Yes; \_\_\_\_\_

  
Mr. Douglas Spencer \_\_\_\_\_ Yes; \_\_\_\_\_

Motion carried.

ATTEST:

  
\_\_\_\_\_

Kim Everman, Clerk  
Board of Mercer County Commissioners