

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of February, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested by the EMA Director, Troy Anderson, to amend the Annual Appropriation with moneys that the County Auditor has certified and were unappropriated for the following fund listed below:

090 County-Wide Emergency Management Cooperative Fund.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2023 Annual Appropriation Resolution to be amended as follows:

Increase 090.0090.530400 (Equipment) by \$32,000.00.

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
February, 2023

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: County Auditor
 County Administrator
 EMA Director

County Commissioners Office
Auglaize County, Ohio
February 28, 2023

NO. #23-107

IN THE MATTER OF REAPPOINTMENT OF BRUCE SHOWALTER TO A THREE (3) YEAR TERM ON THE FACILITIES GOVERNING BOARD OF THE WESTERN OHIO REGIONAL TREATMENT AND HABILITATION CENTER (W.O.R.T.H.)

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of February, 2023.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, Auglaize County is a member of the Western Ohio Regional Treatment and Habilitation Center (W.O.R.T.H.), a community based corrections facility located at 243 Bluelick Road, Lima, Ohio; and

WHEREAS, as a Member County it is incumbent on this Board to act in conjunction with the other Member Boards of Commissioners to reappoint the Commissioners' appointment to Facilities Governing Board; and

WHEREAS, Bruce Showalter was appointed by the Boards of County Commissioners, effective October 13, 2019 and expiring October 12, 2022; and,

WHEREAS, pursuant to Section 2301.51 of the Revised Code, this Board, in conjunction with the other Member Boards of W.O.R.T.H., wish to reappoint Bruce Showalter to a full three (3) year term beginning on October 12, 2022 and ending on October 12, 2025.

NOW, THEREFORE, BE IT RESOLVED, that this Board, as a member County, and with the collective Boards of County Commissioners, hereby reappoints Bruce Showalter to the Facilities Governing Board of W.O.R.T.H. for a full three (3) year term effective on October 12, 2022 and ending on October 12, 2025; and,

BE IT FURTHER RESOLVED, that Clerk of this Board certify a copy of this Resolution to the Facilities Governing Board of the W.O.R.T.H. Center, which Resolution will be included with the Resolutions of the other eight (8) member Counties, which Resolutions collectively shall constitute the appointment of said member.

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
February, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, ye
Douglas A. Spencer

David Bambauer, ye
David Bambauer

cc: W.O.R.T.H. Center Facilities
Governing Board
✓ John N. Leahy, Attorney at Law
Balyeat, Leahy, Daley & Miller LLC

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR, AS REQUESTED BY THE SANITARY ENGINEER, TO REIMBURSE THE COUNTY GENERAL FUND FROM VARIOUS SEWER ACCOUNTS FOR LABOR OF THE COUNTY HIGHWAY PERSONNEL.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of February, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the County Sanitary Engineer, Andrew Baumer requested that the Board of County Commissioners authorizing the following fund reimbursements from various sewer accounts, as listed, to the County General for labor completed by his employees in 2022. Annual receipts from Wapakoneta Country Club (\$2,801.91) and Village of Buckland (\$7,719.64) are deposited directly into the general fund.

<u>Grand Lake</u>	<u>From:</u>	<u>To:</u>
\$7,296.43	100.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Villa Nova</u>		
\$ 170.16	101.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Sharlon</u>		
\$5,836.00	102.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Beverly Hills</u>		
\$8,428.83	103.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Sherwood Forest</u>		
\$8,573.20	105.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Pleasantview</u>		
\$9,098.36	106.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>KZ</u>		
\$7,871.64	107.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Arrowhead</u>		
\$8,384.52	108.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Uniopolis</u>		
\$8,870.01	109.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Country Club Hills</u>		
\$4,300.00	110.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
\$3,395.77	110.0016.530600 (Contract Services)	001.0700.401802 (Red. from other funds)
<u>East Lake/Twin Lakes</u>		
\$2,332.45	120.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Forest Lane</u>		
\$8,130.89	121.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Sandy Beach</u>		
\$5,753.38	122.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize County Auditor to complete the reimbursement of funds as requested above by County Sanitary Engineer.

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
February, 2023

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: County Sanitary Engineer
County Auditor

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN AUGLAIZE COUNTY AND EAGON & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES IN RELATION TO THE ST. MARYS LANDFILL MONITORING; AUTHORIZING THE EXECUTION OF SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of February, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County being responsible for the environmental monitoring at the St. Marys Landfill, must enter into an agreement with a company licensed to perform said monitoring services; and,

WHEREAS, the Board of County Commissioners has agreed to contract with Eagon & Associates, Inc. of Worthington, Ohio for the professional environmental monitoring services; and,

WHEREAS, an Agreement has been presented to the Board of County Commissioners by Eagon & Associates, Inc. outlining the professional consulting services to be provided by Eagon & Associates, Inc. at an estimated total cost for each of the following tasks:

- Task 1 Semiannual Detection and Assessment Groundwater Monitoring \$16,602.00;
 - Task 2 Semiannual Groundwater and Monitoring Reports \$11,282.00;
 - Task 3 Alternate Source Demonstration \$3,782.00;
 - Task 4 Revise Statistical Analysis Plans for Detection & Corrective Measures \$6,502.00
 - Task 5 Misc. Hydro \$3,833.00;
- Total \$42,001.00; and,

WHEREAS, the Board of County Commissioners was requested by the Solid Waste Coordinator Scott Cisco to approve and execute the agreement.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the Agreement between Auglaize County and Eagon & Associates, Inc. for professional environmental monitoring services at the St. Marys Landfill; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizing the President of the Board, John N. Bergman, to execute the Agreement with Eagon & Associates, Inc. as presented.

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
February, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas Spencer
Douglas Spencer

David Bambauer
David Bambauer

cc: Solid Waste/Recycle Coordinator
Eagon & Associates, Inc.

EXHIBIT A
EAGON & ASSOCIATES, INC.
GENERAL CONTRACT CONDITIONS AND AGREEMENT

All proposals submitted by Eagon & Associates, Inc. hereinafter referred to as the CONSULTANT, shall be subject to the following general contract conditions unless any such conditions are specifically waived or modified in writing prior to acceptance of the proposal. This contract pertains to the services set forth in the proposal to be performed for Auglaize County Commissioners hereinafter referred to as the CLIENT under the terms and conditions set forth herein.

1. Proposal and Acceptance

The proposal submitted herewith shall become a binding contract when signed and/or accepted by the CLIENT by letter, purchase order, or other written document.

2. Proposal Duration

This proposal shall be valid for 90 days from the proposal date. Subsequent to that date, the CONSULTANT reserves the right to review the basis for payment schedule to allow for changing costs and to adjust estimated starting and completion times.

3. Scope of Work

The scope of work to be performed under this contract is as described in the proposal. The CONSULTANT agrees to perform the work in accordance with the standard of care and skill exercised by comparable consultants performing similar work in the same geographical area as the consultant in performing the services of the type and scope set forth in the proposal. If mutually agreeable to the CLIENT and the CONSULTANT, the CONSULTANT may obtain the services of others to perform certain activities contained in the work scope as defined in the proposal.

4. Basis for Payment

The CONSULTANT will invoice the CLIENT each month for the work performed during the preceding month. Payment shall be made on terms of "net" within 30 days. Past-due balances shall be subject to a 2 percent per month service charge, which service charge to the CLIENT specifically agrees to. There shall be no retainer, provision and cash discounts shall not be allowed. All work performed by the CONSULTANT shall be billed in accordance with the fee schedule or basis for payment defined in the proposal and incorporated herein by reference.

In the event of a default in payments in accordance with the provisions of these general specifications and the proposal, the CONSULTANT may, at its option, discontinue further services on the project, or may elect to continue the project upon payment of all previous balances and payment in advance for further services. In the event the CONSULTANT is required to bring any legal action for the purpose of collecting any amounts due it under the terms of this contract and proposal, the CLIENT shall indemnify the CONSULTANT for all reasonable attorney fees and costs incurred in connection with the collection of such account.

5. Site Access

The CLIENT shall be fully responsible for obtaining necessary permission (if the site is not owned by the CLIENT) or making the requisite notification of site personnel to allow the CONSULTANT, its agents, subcontractors, and representatives, to have access to the site at reasonable times through the contract performance. When performing test borings or soil tests pursuant to the scope of work, the CONSULTANT will take reasonable precautions to control damage to the site from use of equipment. However, some damage or alteration may occur and the CLIENT agrees to assume responsibility for such damage or alteration.

6. Underground Utilities

The CLIENT shall be responsible for designating the location of all utility lines and underground structures on the Site. The CLIENT agrees to indemnify, defend, and hold the CONSULTANT harmless for damage to utilities or underground utilities or underground structures which are not correctly located by the CLIENT. The CONSULTANT shall take actions as required to insure reasonable care is exercised in operating equipment in the vicinity of the located utilities.

7. Safety

The CONSULTANT shall be responsible for matters relating to the health and safety of its personnel in performance of the work. The CLIENT shall be responsible for matters relating to the health and safety of its personnel in performance of the work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their duly authorized officers.

Eagon & Associates, Inc.

CONSULTANT

By: Christopher J. Cobel
Christopher J. Cobel

Its: Vice President
(Authorized Agent)

Date: February 22, 2023

Auglaize County Commissioners

CLIENT

By: John N. Bergman
John N. Bergman

Its: President
(Authorized Agent)

Date: February 28, 2023

8. Discovery of Unanticipated Hazardous Materials

Hazardous or toxic materials may exist at a site which were not anticipated. The CONSULTANT and CLIENT agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. It is agreed that the discovery of unanticipated hazardous materials may make it necessary to take immediate measures to protect human health and safety, and/or the environment. The CONSULTANT agrees to notify the CLIENT as soon as practically possible should unanticipated suspected hazardous materials be encountered. The CLIENT agrees to compensate the CONSULTANT for the additional cost of such work and agrees to indemnify, defend and hold the CONSULTANT harmless from any claim or liability for injury or loss arising from the CONSULTANT'S encountering of unanticipated hazardous materials or suspected hazardous materials.

9. Indemnification

To the fullest extent of the law, the CLIENT shall indemnify and hold the CONSULTANT harmless from and against any and all claims, defense costs, including attorneys fees, damages, losses, expenses, and other liabilities arising out of the CLIENT'S activities or presence on the site, provided that the CLIENT shall not be required to indemnify the CONSULTANT against liability for damages caused by the negligence or intentional misconduct of the CONSULTANT, its agents, subcontractors, or employees.

10. Insurance

Attached is an insurance schedule describing in detail the various types of liability insurance carried by the CONSULTANT together with the limits of liability in each insurance (Exhibit B). The CLIENT acknowledges having been given notice of such insurance. Certificates of such insurance will be furnished to the CLIENT upon request. The CONSULTANT will obtain, if possible, additional or other insurance as requested by the CLIENT at the CLIENT'S expense to cover other risks or to increase the limits of liability of existing policies.

11. Confidentiality

The CONSULTANT agrees not to disclose confidential information, directly or indirectly, without the Client's written consent to any third party, or use such information for other than the tasks assigned to the CONSULTANT in the scope of work. The CONSULTANT agrees to obtain and deliver to the CLIENT at the expiration of this Contract all documents, drawings, calculations, memoranda and other materials or records prepared in the course of the CONSULTANT'S work if so requested by the CLIENT, except one record set which will be protected as "CLIENT Confidential".

12. Professional Statement

Professional and technical services are and shall be performed to the best of the CONSULTANT'S ability. However, the CLIENT understands that findings, analyses, recommendations and reports must of necessity be based upon interpretation of data acquired and compiled, as proposed herein. Nothing in this proposal or in the understanding with the CLIENT shall be construed to act as a warranty or guarantee.

13. Work Completion Schedule

The CONSULTANT will make every effort to start and complete the work in schedule as outlined in the proposal-contract. However, the CONSULTANT shall not be held liable or responsible for schedule delays which are beyond the CONSULTANT'S control, such as delays including but not limited to strikes, labor disputes, riots, civil disturbances, transportation, material shortages, change in scope of work, fires, or acts of God.

14. Severability and Survival

Any element of this Contract later held to violate the law shall be deemed void, and all remaining provisions shall continue in force. However, the CLIENT and the CONSULTANT will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Contract allocating liability between the CLIENT and the CONSULTANT shall survive the completion of this services hereunder and the termination of this Contract.

**BUDGET ESTIMATE - 2023
ST. MARYS LANDFILL**

<i>Associate</i>	<i>Hydro-geologist</i>	<i>Hydro-geologist</i>	<i>Senior Project geologist</i>	<i>Hydro-geologist</i>	<i>Staff geologist</i>	<i>Technician II</i>	<i>GIS/CAD</i>	<i>Clerical</i>	<i>SUBTOTAL</i>	<i>Mileage & Per Diem</i>	<i>Equipment, Supplies & Subcontract.</i>	<i>Misc. Expenses</i>	<i>TOTALS</i>
Task 1. Semiannual Detection and Corrective Measures Groundwater Monitoring (plus 2 resamples)	2			6	124				\$11,702.00	\$2,000.00	\$2,800.00	\$100.00	\$16,602.00
Task 2. Semiannual Groundwater Monitoring Reports	6			48	40	8	4		\$10,982.00			\$300.00	\$11,282.00
Task 3. Alternate Source Demonstration	6			18	4	4	4		\$3,682.00			\$100.00	\$3,782.00
Task 4. Revise Statistical Analysis Plans for Detection and Corrective Measures Program (update background)	4			40	8	2	2		\$6,352.00			\$150.00	\$6,502.00
Task 5. Misc. Hydro (RTC, meeting)	16			8		2			\$3,708.00	\$125.00			\$3,833.00
Total Hours	34	0	0	120	172	14	12						
Total Costs	\$5,610.00	\$0.00	\$0.00	\$14,160.00	\$14,792.00	\$1,120.00	\$744.00		\$36,426.00	\$2,125.00	\$2,800.00	\$650.00	\$42,001.00
GRAND TOTAL													\$42,001.00

Geochemical Testing (Analytical Laboratory) - Semiannual event (21 wells, plus 2 duplicates, 1 equipment blank) - \$5,694.00
 Geochemical Testing (Analytical Laboratory) - Annual App. I (1-27, 30-78) event (21 wells, plus 2 duplicates, 1 equipment blank, leachate) - \$7,561.00
 Geochemical Testing (Analytical Laboratory) - Resamples (2 events) - \$500.00
 \$13,755.00

EXHIBIT B

CONSULTANT'S INSURANCE

TYPE OF COVERAGE

MINIMUM LIMITS OF COVERAGE

A. Worker's Compensation - Coverage A Employers' Liability - Coverage B	Statutory \$1,000,000
B. Comprehensive General Liability (including Contractual Liability): Bodily Injury or Property Damage including Products and Completed Operations	\$1,000,000 each occurrence \$2,000,000 aggregate
C. Comprehensive Automobile Liability (Owned, Hired, and Non-owned Vehicles): Bodily Injury or Property Damage Combined Single Limit	\$1,000,000 each person \$1,000,000 aggregate
D. Professional Liability	\$5,000,000 each claim \$5,000,000 aggregate
E. Umbrella	\$4,000,000 per occurrence \$4,000,000 aggregate

Note: Minimum limits can be satisfied by underlying limits or a combination of underlying and umbrella limits for all coverage items described, except Professional Liability.

IN THE MATTER OF DOCUMENTING THE RECEIPT OF THE BIDS AND AWARDING THE BID TO FENSON CONTRACTING LLC FOR THE DEMOLITION PROJECT – 14274 MOULTON-FORT AMANDA ROAD, WAPAKONETA, OHIO, USING STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM; AND AUTHORIZING THE EXECUTION OF CONTRACT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of February, 2023.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #23-045 dated January 17, 2023, the Board of County Commissioners set the date, February 7, 2023 at 11:00 a.m. as the date and time to receive proposals for the Demolition Project – 14274 Moulton-Fort Amanda Road, Wapakoneta, Ohio Project to be funded through State of Ohio, Department of Development, Demolition Building and Site Revitalization Program; and,

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

	Bid
From: Mound Waste & Recycling, Chillicothe, OH	\$121,200.00;
First Choice Excavation & Demolition, LLC, Piqua, OH	\$127,900.00;
Schaub Excavating Inc., Wapakoneta, OH	\$129,900.00;
Prestige Excavation & Demolition LLC, Urbana, OH	\$174,850.00;
Petty Farms, LLC, Mansfield, OH	\$259,250.00;
Fenson Contracting, LLC, Fort Jennings, OH	\$125,000.00;
Running G Farms LLC, Rio Grande, OH	\$198,620.00;
Advanced Demolition Services, McComb, OH	\$146,530.00;
Badger Construction Co., Morgantown, WV	\$158,888.00;
Dore & Associates, Inc., Bay City, MI	\$224,400.00;
O'Rourke Wrecking Company, Cincinnati, OH	\$397,000.00;
Estimate - \$300,000.00; and,	

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

WHEREAS, the Board presented the proposals, as received, to County Administrator for review and a letter of recommendation was given to award the bid to Fenson Contracting LLC out of Fort Jennings, Ohio as it appears to be the lowest and best bidder.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby document the receipt and opening of the above mentioned proposals for the Demolition Project – 14274 Moulton-Fort Amanda Road, Wapakoneta, Ohio Project being funded State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

BE IT FURTHER RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby award the bid for the Demolition Project – 14274 Moulton-Fort Amanda Road, Wapakoneta, Ohio Project, to Fenson Contracting LLC in the amount of \$125,000.00, using State of Ohio, Department of Development, Building Demolition and Site Revitalization Program funds; and,

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

Commissioner 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
February, 2023

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

IN THE MATTER OF SETTING A DATE AND TIME TO RECEIVE BIDS FOR THE HIGHWAY DEPARTMENT FOR THE FOLLOWING BITUMINOUS MATERIALS, TRANSIT MIX CONCRETE AND ROCK & GRAVEL AGGREGATE, 2023 ROAD PAVING PROGRAM AND THE 2023 BRIDGE PAVING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of February, 2023.

Commissioner Spicer 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, transit mix concrete, rock & gravel aggregate to be used by the Highway Department during the 2023 season. Also for the 2023 Road Paving Program and for the 2023 Bridge Paving Program.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby set the following bid openings as the date and time to receive and publicly open bids for the following materials and programs for the Highway Department as requested by the County Engineer;

Bituminous material	March 21, 2023	10:00 a.m.
2023 Road Paving Program	March 21, 2023	10:15 a.m.
2023 Bridge Paving Program	March 21, 2023	10:30 a.m.
Transit Mix Concrete	March 21, 2023	10:45 a.m.
Rock and Gravel Aggregate	March 21, 2023	11:00 a.m.; 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
28th day of
February, 2023

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: County Engineer

Date: FEBRUARY 28, 2023

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA ENTERING INTO AN
matter of: INTERAGENCY AGREEMENT WITH OHIO DEPARTMENT OF NATURAL RESOURCES
(ODNR) FOR MAINTENANCE

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 28th day of February, 2023 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. Doug Spencer, and Mr. David Bambauer; Mr. David Buschur was absent.

Mr. Muhlenkamp moved the adoption of the following:

RESOLUTION

WHEREAS, the Grand Lake St. Marys LFA Board (LFA) is in receipt of an Interagency Agreement (Agreement) between Ohio Department of natural Resources (ODNR) and Mercer County and Grand Lake St. Marys Lake Facilities Authority to be effective as of the date signed by both parties; and

WHEREAS, the purpose of the Agreement is to define the roles and responsibilities of the Parties with respect to maintaining and developing water-filtering treatment trains and natural areas at or near the tributaries entering Grand Lake St. Marys to improve water quality within lake; and

WHEREAS, the Agreement references the following treatment wetlands and natural areas: 1) Prairie Creek Treatment Wetlands, 2) Coldwater Creek Treatment Wetlands, 3) Beaver Creek Vegetated Biofilter, 4) Burntwood-Langenkamp Wetland Conservation Area, 5) Gilliland Nature Preserve Wetland, 6) Windy Point Wetlands, 7) Coldwater Creek Nature and Wildlife Corridor, 8) Southwest Greenspace, and 9) Chickasaw Creek Treatment Wetlands; and

WHEREAS, the Parties agree to work together to maintain treatment wetlands and natural areas that have been constructed or will be constructed as listed above in an effort to improve water quality in Grand Lake St. Marys. In summary, ODNR Parks and Watercraft will maintain and repair treatment wetland site infrastructure (pumps, buildings, riprap, dikes, etc.) and mow dikes. ODNR will pay electric bills from pump operations on Prairie, Coldwater, and Chickasaw Creek sites. LFA will pay electric bills from pump operations at the Burntwood-Langenkamp Wetland Conservation Area, and Mercer County will pay electric bills Beaver Creek Vegetated Biofilter; and

WHEREAS, a copy of said Interagency Agreement is on file in the offices of the Mercer County Commissioners and Auglaize County Commissioners and made a part hereof as if fully rewritten; it will be maintained until no longer of administrative value;

NOW, THEREFORE, BE IT RESOLVED, the Grand Lake St. Marys LFA Board hereby agrees to the terms of the Interagency Agreement with ODNR and authorizes the execution thereof.

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

Jerry Laffin yes
Mr. Jerry Laffin

DL Muhlenkamp yes
Mr. Rick Muhlenkamp

Absent
Mr. David Buschur

John Bergman
Mr. John Bergman

David Bambauer yes
Mr. David Bambauer

Doug Spencer yes
Mr. Douglas Spencer

Motion carried.

Adopted this 28th day of February, 2023.

ATTEST: Kim Everman
Kim Everman, Administrator/Clerk
Board of Mercer County Commissioners

Date: FEBRUARY 28, 2023

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: CHANGE ORDER 1 FOR THE CHICKASAW CREEK TREE & BRUSH CLEARING
PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 28th day of February, 2023, 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. Mr. David Buschur was absent.

Mr. Muhlenkamp moved the adoption of the following:

RESOLUTION

WHEREAS, on November 22, 2022, the Board of Directors of Grand Lake St. Marys LFA awarded the contract for the Chickasaw Creek Tree and Brush Clearing Project to Complete Clearing, Inc. in the amount of one hundred sixteen thousand five hundred twenty-six and 50/100 dollars (\$116,526.50); and

WHEREAS, the LFA Board is in receipt of Change Order 1 for said project; the change order is primarily to adjust the quantities on the project to cover additional work ordered by the owner; and

WHEREAS, the contract is changed as follows:

Original Contract Sum:	\$116,526.50
This Change Order will + Contract Sum by:	<u>11,460.80</u>
New Contract Sum including Change Order:	\$127,987.30

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

- 1) The Board of Directors hereby approves Change Order 1 for the Chickasaw Creek Tree and Brush Clearing Project; and
- 2) The revised contract sum for said project is one hundred twenty-seven thousand nine hundred eighty-seven and 30/100 dollars (\$127,987.30).

Mr. Spencer 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

Jerry Laffin, yes
Mr. Jerry Laffin

Doug Spencer
Mr. Douglas Spencer

Rick Muhlenkamp, yes
Mr. Rick Muhlenkamp

John Bergman, yes
Mr. John Bergman

Absent
Mr. David Buschur

David Bambauer, yes
Mr. David Bambauer

Motion carried.

Adopted this 28th day of February, 2023.

ATTEST:

Kim Everman
Kim Everman, Clerk

Board of Mercer County Commissioners