

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE EMPLOYEES OF THE DEPARTMENT OF JOB & FAMILY SERVICES TO ATTEND MEETINGS OR ORGANIZATIONS SPECIFIED HEREIN DURING CALENDAR YEAR 2023.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary for employees of the Auglaize County Department of Job & Family Services to attend various meetings and training throughout the year 2023; and,

WHEREAS, many of said meetings are sponsored by the Ohio Department of Job & Family Services, Training Institutes, Ohio Job & Family Services Directors Association, Public Children Service Agency Organizations and Ohio Child Support Association; and,

WHEREAS, expenses, if any, for these meetings and training shall not exceed the funds appropriated for travel with the agency's appropriation and shall be within the travel policies as established by the Board of County Commissioners, as well, as the policies found in the agency's Personnel Handbook.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize expenditures for the employees of the Auglaize County Department of Job & Family Services for meetings and training of the organizations specified herein throughout the calendar year 2023.

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

Adopted this
17th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

| | |
|-----------------------------------|-------------------|
| <u> John N. Bergman </u> | <u> ye </u> |
| <u> Douglas A. Spencer </u> | <u> ye </u> |
| <u> David Bambauer </u> | <u> ye </u> |

✓cc: Job & Family Services

County Commissioners Office
Auglaize County, Ohio
January 17, 2023

No. #23-035

IN THE MATTER OF AUTHORIZING THE APPLICATION FOR THE OHIO PET FUND FOR THE 2023 GRANT TO BE USED BY THE COUNTY DOG WARDEN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of January, 2023.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Pet Fund is a charitable corporation that supports selected educational programs concerning the proper veterinary care of dogs, and selected programs for the sterilization of dogs; and,

WHEREAS, Auglaize County Dog Warden Russ Bailey presented an application for a grant from The Ohio Pet Fund to assist in the payment of the costs for spaying and neutering dogs during 2023; and,

WHEREAS, Dog Warden Russ Bailey requested the Board of County Commissioners to authorize the application of said Ohio Pet Fund Grant.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the application to The Ohio Pet Fund for spaying and neutering funding as requested by the Auglaize County Dog Warden Russ Bailey; and,

BE IT FURTHER RESOLVED that said Board authorizes Auglaize County Dog Warden Russ Bailey to complete the application for the above mentioned grant.

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

Adopted this
17th day of
January, 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 Dog Warden
The Ohio Pet Fund
Auditor

IN THE MATTER OF ENTERING INTO A SERVICE AGREEMENT WITH THE AUGLAIZE COUNTY COUNCIL ON AGING FOR SUPPORT OF ITS TRANSPORTATION PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Council on Aging, Inc. has presented to the Board of County Commissioners a service agreement for support of the Council’s transportation program; and,

WHEREAS, the sole purpose of the agreement is to develop and maintain a working relationship between the Board and the Council for the services and follow-up of senior citizens aged 60 and older in Auglaize County under the supervision of either agency; and, .

WHEREAS, the Council has requested the Board to approve the agreement beginning January 1, 2023 and end December 31, 2023.

THEREFORE, BE IT RESOLVED by the Board of Commissioners, Auglaize County, Ohio, does hereby approve the service agreement between said Board and the Auglaize County Council on Aging, Inc. as presented by said Council; and,

BE IT FURTHER RESOLVED that the President of the Board is hereby authorized to execute said agreement.

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

Adopted this
17th day of
January, 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: Auglaize County Council on Aging, Inc.



Auglaize County Council on Aging

Website: auglaizeseniorservices.com

Main Office:
610 Indiana Ave.
P.O. Box 215
St. Marys, Ohio
45885-0215

Telephone:
419-394-8252
Fax: 419-394-4217
Toll Free:
1-866-244-6401

2023 Service Agreement

Satellite Office:
25 E. Auglaize St.
Wapakoneta, Ohio
45885-0215

This agreement is made and entered into this day between the Auglaize County Council on Aging, St. Marys, Ohio and Auglaize County Board of Commissioners hereafter referred to as "your agency"). This agreement shall commence beginning January 1, 2023 and end December 31, 2023.

Telephone:
419-394-8252

It is understood that the sole purpose of this agreement is to develop and maintain a working relationship between the above-mentioned agencies for the services and follow-up of senior citizens aged 60 and older in Auglaize County, under the supervision of either agency.

Both agencies, by virtue of the agreement, stated an intention to accept referrals from each other and to refer patients/clients to each other where available services are a desirable part of an individual's life.

Auglaize County Council on Aging is cognizant of the necessity of confidentiality concerning an individual. The clients, therefore, should be made aware of the referral and authorize the release of information.

This agreement will remain in effect until altered or cancelled by ninety (90) days written notice. Modification of a portion of this agreement has no effect on the other elements of the agreement.

Both parties herein identified are advised that the services defined under this agreement are subject to compliance with Title III, Civil Rights Act of 1964, as amended.

I hereby agree to the terms of this agreement listed above.

A. N. Bergman
Agency's Authorized Signature

President
Title

Betty J. Bawn
Aug. Co. Council on Aging's Authorized Signature

Executive Director
Title

1.17.2023
Date of Signature

January 6, 2023
Date of Signature

*Contract services through Area Agency on Aging 3
Auglaize County Tax Levy and Auglaize County United Way
EEO/AA Agencies*

IN THE MATTER OF ACCEPTING THE QUOTE FROM NEW KNOXVILLE SUPPLY CO. FOR THE CROWN HANGAR HVAC PROJECT FOR THE NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, New Knoxville Supply Co. provided an estimate of 24,035.00 for all the required supervision, labor, materials, and equipment necessary to complete the Hangar HVAC replacement project for the Lobby/Office Area and the Pilot Office for a total cost of \$24,035.00.

THEREFORE BE IT RESOLVED that by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorizes the quote from New Knoxville Supply Co. for \$24,035.00 for the Crown Hangar HVAC repair project for the Neil Armstrong Airport.

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

Adopted this
17th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye
John N. Bergman
Douglas A. Spencer, Yes
Douglas A. Spencer
David Bambauer, yes
David Bambauer

cc: New Knoxville Supply Co.
Airport Manager
Crown Equipment

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR JANUARY.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 17th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to pay the county's mandated share of Public Assistance for January.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

From: 001-0905-533500 – Public Assistance Grant
Amount: \$ 5,827.63
To: 006-0400-400101 – Public Assistance

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

Adopted this 17th day
of January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman ye

Douglas A. Spencer
Douglas A. Spencer ye

David Bambauer
David Bambauer ye

cc: County Auditor
Jobs & Family Services

**IN THE MATTER OF ACCEPTING THE QUOTE FROM NEW KNOXVILLE SUPPLY CO., INC.
FOR THE HANGAR G SEWER REPLACEMENT PROJECT FOR THE NEIL ARMSTRONG
AIRPORT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of
January, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, New Knoxville Supply co., Inc. provided a quote of \$5,900.00 for the Hangar G – sewer replacement.

THEREFORE BE IT RESOLVED that by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorizes the quote from New Knoxville Supply Co., Inc. for \$5,900.00 for the Hangar G sewer replacement for the Neil Armstrong Airport.

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

Adopted this
17th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, ypo
John N. Bergman
Douglas A. Spencer, yps
Douglas A. Spencer
David Bambauer, ypo
David Bambauer

cc: New Knoxville Supply Co., Inc.
/ Airport Manager

County Commissioners Office
Auglaize County, Ohio
January 17, 2023

NO. #23-040

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR ATTENDANCE AT VARIOUS MEETINGS BY THE CLERK OF COURTS AND DEPUTY CLERKS OF THE LEGAL DEPARTMENT AND TITLE DEPARTMENT, AND EXPENDITURES FUNDED BY THE CLERK'S COMPUTER FUND - COMMON PLEAS COURT FOR THE YEAR 2023.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of January, 2023.

Commissioner Barbauer moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was submitted to the Board of County Commissioners by I. Jean Meckstroth, Clerk of the Court of Common Pleas:

January 10, 2023
TO: The Board of Commissioners
FROM: I. Jean Meckstroth, Clerk of Court of Common Pleas
SUBJECT: Travel and Related Expenses for Calendar Year 2023

Gentlemen:

I do hereby request that you allow funds not to exceed \$6,500.00 for travel and related expenses, registration for conferences and seminars, mileage, gasoline, and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy from the Budget lines in 001.0208.530700 and 001.0208.530900.

I further request that additional funds be allowed not to exceed \$7,250.00 for travel and related expenses, registration for conferences and seminars, mileage, gasoline, hotels and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy from the Budget line in 026.0026.530700 and 026.0026.530900 from the Certificate of Title Administration Fund.

I further request that you allow funds not to exceed \$5,000.00 for travel and related expenses, registration for conferences and seminars, mileage, gasoline, hotels and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy from the Budget lines in 024.0024.530900 from the Clerk's Computer Fund - Common Pleas Court. It is my intent to share these funds with Judge Pepple and Judge Spees in helping to provide training for their employees involved in the usage of the CourtView Computer System currently being used within our offices for the Civil, Domestic Relations and Criminal Divisions of Common Pleas Court only.

The authorization of these funds will allow the Clerks of Courts, the Title Supervisor and other Deputy Clerks within the Legal Department and the Title Department to attend monthly meetings of the Ohio Clerk of Courts Association and the Bureau of Motor Vehicles, Education Seminars sponsored by the Ohio Clerk of Courts Association, District Meetings of the Ohio Clerk of Courts Association, Summer and Winter Conferences of the Ohio Clerk of Courts Association, computer training classes sponsored by our vendor, CourtView, and other vendors and other meetings for the educational enhancement of the office of the Clerk of Courts.

This triple request is made in accordance with the separation of funds in that the Legal Department is funded thru the General Fund, the Title Department is funded thru the Clerk's Certificate of Title Administration Fund and a separate fund is collected as directed by Court Order for deposit in the Clerk's Computer Fund Common Pleas Court.

s/I. Jean Meckstroth
I. Jean Meckstroth,
Clerk of Courts

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the above request for travel expenses for meetings, etc. throughout the year 2023 for the Clerk of Courts as stated, providing all is in accordance it the County Travel Policy and bills/receipts are presented in a proper manner.

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

Adopted this
17th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

David Barbauer, Yes
David Barbauer

✓cc: Clerk of Courts

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE MUNICIPAL COURT CLERK AND DEPUTIES TO ATTEND CONFERENCES, MEETINGS AND SEMINARS IN CONJUNCTION WITH THE BUSINESS OF SAID OFFICE THROUGHOUT 2023.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of January, 2023.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was submitted to the Board of County Commissioners by I. Jean Meckstroth, Clerk of Courts – Municipal Court:
January 10, 2023

TO: The Board of Commissioners
FROM: I. Jean Meckstroth, Clerk of Courts – Municipal Court
SUBJECT: Travel and Related Expenses for Calendar Year 2023

Gentlemen:

I do hereby request that you allow funds not to exceed \$4,000.00 for Travel expenses, registrations for conferences and seminars, mileage, gasoline, hotel rooms and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy for the Clerk of Courts and various Deputy Clerks of the Auglaize County Municipal Court Clerk's Office. These funds will enable the Clerk and various Deputies to attend District Meetings of the Ohio Municipal Court Clerk's Association, Educational Seminars sponsored by the Ohio Supreme Court, conferences sponsored by The Ohio Municipal Court Clerk's Association, and other meetings for the educational enhancement of the Clerk's office. These funds are currently budgeted in 001.0211.530700 and 001.0211.530900.

I further request that you allow funds not to exceed \$7,000.00 for travel expenses, Registrations for conferences and seminars, mileage, gasoline, hotel rooms and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy for the Clerk of Courts and various Deputy Clerks of the Auglaize County Municipal Court Clerk's office. These funds will enable the Clerk and various Deputies to attend training seminars and District computer meetings. I intend to share these funds with Judge Gary W. Herrman and his staff as we continue to receive training on the computer system currently being used in the Auglaize County Municipal Court. These funds are currently budgeted in 030.0030.530700 and 030.0030.530900.

This dual request is made in accordance with the separation of funds being the Clerk's General Fund budget and the separate fund being collected as directed by Court Order for deposit in the Clerk's Computer Fund - Municipal Court.

s/I. Jean Meckstroth
I. Jean Meckstroth,
Clerk of Courts

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the above request for travel expenses for meetings, etc. throughout the year 2023, for the Clerk and Deputies of the County's Municipal Court, providing all is in accordance with the County Travel Policy and bills/receipts are presented in a proper manner.

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

Adopted this
17th day of
January, 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 APPROVING THE CONTRACT WITH KLEINFELDER, INC. FOR PROFESSIONAL SERVICES FOR THE ADMINISTRATION AND IMPLEMENTATION OF PY 2022 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of January, 2023.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

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

WHEREAS, the Auglaize County Board of County Commissioners has received a grant from the State of Ohio, Ohio Department of Development Agency (ODOD) Office of Community Development (OCD) under the Small Cities Community Development Block Grant Community Housing Impact and Preservation Program (CHIP) for PY 2022; 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 maximum fee of \$295,500 for the administration and implementation of its PY 2022 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 administration and implementation of the PY 2022 CHIP Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, John N. Bergman, to execute said contract.

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

Adopted this
17th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman yes

Douglas A. Spencer
Douglas A. Spencer yes

David Bambauer
David Bambauer yes

✓ cc: Kleinfelder, Inc.
✓ Clerk of the Board

CLIENT PROFESSIONAL SERVICES AGREEMENT
PY2022 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP)
ADMINISTRATIVE CONTRACT
AUGLAIZE COUNTY, OHIO
PROPOSAL NO. MW232308.001P

This Agreement is made on: _____, 2022.

Between Auglaize County, Ohio with offices at 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 (Client and Owner)

And Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, Ohio 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

- 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 1, 2022, 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.

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.

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 April 30, 2025, 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.

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 \$. 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.

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.

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 of 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.

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.

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;
 - (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
 - (c) 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;
 - (d) 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.
- 10.4 Notwithstanding any of the foregoing, PDG acknowledges that Instruments of Service prepared by PDG hereunder may, in whole or part, constitute public records. As such,

PDG agrees that it shall retain such Instruments of Service in accordance with client's applicable retention schedules, and, further, shall honor in a timely manner all public records requests pertaining to non-exempt public records.

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.

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, subconsultants 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.

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.

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.

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.

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.

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises out of or relates 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.

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: AUGLAIZE COUNTY, OHIO

KLEINFELDER, INC.:

By: 

By: 

Printed Name: John N. Bergman

Printed Name: Lauren O. Falcone, AICP

Title: President, Board of Commissioners

Title: Department Manager

By: 

Printed Name: Scott P. Schroeder, P.E.

Title: Area Manager II

ATTACHMENTS: Appendix A, Kleinfelder Proposal (previously submitted)
Exhibit A, Proposal of Services
Exhibit B, Fee Schedule
Exhibit C, Certificate of Owner's Attorney and Availability of Funds
Exhibit D, ODOD-OCOD Policy Memo, April 7, 2022

**EXHIBIT A
PROPOSAL OF SERVICES**

Project Title: PY2022 Community Housing Impact & Preservation (CHIP) Program

Proposed project consists of home/building repair, private rehabilitation, and any other eligible activities for low-moderate income (LMI) households; and includes General Administration and Fair Housing. Proposed for PY2022, are 14 units of owner home/building repair; and 10 units of private owner rehabilitation. County-wide service area, including the partnering jurisdictions of Cities of St. Marys and Wapakoneta.

Client Professional Services Agreement (USA)

November, 2022

**EXHIBIT B
FEE SCHEDULE**

I. Fee: A time and expense fee in the amount of \$295,500.00 based on the following estimated distribution of compensation:

| | | |
|---|---|------------------|
| 1 | Environmental Review Record | \$6,000 |
| 2 | Fair Housing | \$7,500 |
| 3 | Technical Assistance/General Administration | \$94,000 |
| 4 | Project Activity Implementation (**Minimum costs anticipated/ODOD-OCD may make annual adjustments requiring contract amendment**) | \$188,000 |
| | - Home/Building Repair - \$63,000 - - 14 units at \$4,500 | |
| | - Private Rehabilitation - \$125,000 - - 10 units at \$12,500 | |
| | TOTAL | \$295,500 |

- These hourly rates shall be adjusted annually each year through the course of the contract.
- Annual Contract Amendments may be required as/if Ohio Department of Development Office of Community Development (ODOD-OCD) adjusts Project Cost "Limits of Assistance" (see Exhibit D: ODOD-OCD Policy Memo dated April 7, 2022). Current Allowable Project Soft Costs are 20% for Private Rehabilitation and 25% for Home/Building Repair. Recommended Project Soft Cost Averages may change annually, at ODOD-OCD's discretion, and would require a contract amendment.
- Kleinfelder "per unit" estimated project activity implementation/soft costs are based on the current ODOD-OCD Recommended Project Soft Cost Averages. Currently, a minimum of \$4,500/per Home Repair Unit and \$12,500/per Private Rehabilitation Unit for Soft Costs is included in this contract based on current allowable percentages and estimated Project Hard Costs. However, should ODOD-OCD adjust Project Cost Limits of Assistance (project hard/soft costs); and/or, should anticipated project hard costs exceed anticipated estimates, Kleinfelder may increase its compensation accordingly based on applicable ODOD-OCD allowable/recommended percentages. All such cost adjustments anticipated to be paid from CHIP Grant Funds and/or CDBG/HOME Housing Program Income. Such contract increases will be reflected on an Annual Contract Amendment corresponding to the most recent/applicable ODOD-OCD "Limits of Assistance" (hard/soft costs) Policy effective date; or the individual Project/unit Approval Letters for projects requiring a "Request to Exceed" current project hard cost limits.
- RFP costs/price was based on single-applicant Auglaize County CHIP. Costs/price increased due to an increase in requested/awarded grant funds with the addition of two (2) partnering jurisdictions: Cities of St. Marys and Wapakoneta; and ODOD-OCD Project Cost "Limits of Assistance" (see Exhibit D: ODOD-OCD Policy Memo dated April 7, 2022).....

**EXHIBIT C
CERTIFICATE OF OWNER'S ATTORNEY AND AVAILABILITY OF FUNDS**

1. CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, duly authorized and acting legal representative of Auglaize County, Ohio, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____ Seal: _____

Signed: _____

Title: _____

2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, Linda Bice, ~~Auditor~~ Fiscal Officer of Auglaize County, Ohio hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of Auglaize County, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 1-13-2023 Seal: _____

Signed: Linda Bice

Title: FISCAL OFFICER



Department of
Development

EXHIBIT D
ODOD-OCD POLICY MEMO

Community Services Division
Office of Community Development

DATE: April 7, 2022
TO: Community Housing Impact and Preservation (CHIP) Program Grantees
SUBJECT: CHIP Program
Structure Change for Project Limit Increase

The Ohio Department of Development's (Development) Office of Community Development (OCD) is providing a project limit increase for all active program years for the Community Housing Impact and Preservation (CHIP) Program.

Due to the current economic state and rising costs of construction materials, OCD will be evaluating project limit increases annually verses by program year within each application. The published project limits will be for all active program years on the date the memo is issued, April 7, 2022. Any contracts signed after this date shall adhere to the activity unit limits listed below. Requests to exceed these limits shall be sent to the Grantee's Residential Revitalization Housing Representative.

The soft cost limitation applies to the aggregate amount which may be charged for each activity line item. OCD considers the recommended soft cost percentages provided in the chart below to be reasonable maximum limits. OCD will be checking for reasonability as a part of routine monitoring. The maximum percentage will be calculated on the housing activity line-item budget. If costs are found to be unreasonable, OCD will address each Grantee individually to resolve this issue.

CHIP PROGRAM LIMITS OF ASSISTANCE (Instituting local limits of assistance is not an option.)

| Housing Activities | Minimum Per Unit Limit of Assistance (hard + soft costs) | Maximum Per Unit Limit of Assistance (hard + soft costs) | Percentage of Hard Costs Allowable as Soft Costs (recommended Maximum Average for Activity Line Item) |
|---------------------------------------|--|--|---|
| Owner Rehabilitation | \$1,000 | \$75,000 | 20% |
| Rental Rehabilitation | \$1,000 | *\$75,000 | 20% |
| Owner Home Repair** | \$250 | \$22,000 | 25% |
| Rental Home Repair** | \$250 | *\$22,000 | 25% |
| Homeownership | \$1,000 | \$78,000 | 20% |
| Tenant-Based Rental Assistance (TBRA) | \$100/yeatly | \$12,000/yeatly | 10% for income determination and unit inspections only |

* Includes required local or State landlord match of hard costs.

** For Repair Assistance only, if there are intentions of installing home repair septic systems which involve either local requirements and funds that exceed OCD's maximum home repair limit of assistance, OCD will allow a maximum per unit cost of \$25,000, which includes soft costs.

Examples of soft costs include the following:

- Creating and managing specific case files/databases of projects under contract.
- Preparing, filing, recording legal/financial documents for specific eligible cases.
- Inspecting and testing dwellings (including all the inspections and tests in Appendix A of the RRS, LBP inspections, risk assessments and clearance testing).
- Permit Fees.
- Preparing specifications/work write-ups.
- Managing the contractor procurement process.
- Monitoring and managing the construction process and the private contractors.
- Responding to client's complaints.
- Costs associated with title searches.
- Counseling of the specific clients assisted through a CHIP Program activity.
- Relocation of households during the construction process.

The maximum per unit limits of assistance include program income used to supplement the project or using program income as the project's sole source of funding. For Habitat for Humanity Limits, reference the limits published in your Program Year application.

Questions regarding this memorandum should be directed to the Residential Revitalization Housing Representatives.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF GRANT ZEIGLER AS THE FULL-TIME
TECH SUPPORT POSITION FOR THE IT DEPARTMENT FOR AUGLAIZE COUNTY.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of January, 2023.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Grant Zeigler, Full-time Tech Support position for the IT Department of the Board of Auglaize County Commissioners, submitted his verbal resignation to the IT Manager on January 12, 2023.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County does hereby accept the resignation of Grant Zeigler as Full-time Tech Support position; same to be effective at 11:59:59 p.m., January 12, 2023; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does commend Full-time Tech Support position Grant Zeigler for his faithfulness and dedication to the citizenry of Auglaize County, and does further, extend its best wishes in his resignation.

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

Adopted this
17th day of
January, 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: Grant Zeigler
County Auditor

IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 1 WITH BAUMANN ENTERPRISES, INC. FOR THE RESIDENTIAL DEMOLITION OF THE NELSON DEMOLITION PROJECT LOCATED AT 14500 ST. MARYS RIVER ROAD, USING STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM 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 17th day of January, 2023.

Commissioner David Bambauer

moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County has been granted funding through the State of Ohio, Department of Development, Building Demolition and Site Revitalization Program; and,

WHEREAS, bid award for this project was granted to Baumann Enterprises, Inc. at the cost of \$47,777.00; and,

WHEREAS, it was determined by the City of St. Marys and Auglaize County that the following Change Order No. 1 needed to be made to the contract documents, this increased the contract by a grand total of \$2,000.00 for the following additional adjustments:

Removal of concrete structure that exist above the well casing. Structure to be removed at a minimum of 3' below grade. The contract time will be increased by 31 calendar days, making the date of the completion of the work January 31, 2023; and,

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

WHEREAS, Baumann Enterprises, Inc. is able to accommodate this Change Order No. 1; and,

WHEREAS, Change Order No. 1 for the residential demolition of the Nelson project located at 14500 St. Marys River Road 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 to the contract with Baumann Enterprises, Inc. for the residential demolition Nelson Project located at 14500 St. Marys River Road; and,

BE IT FURTHER RESOLVED that the Baumann Enterprises, Inc. contract price for said project has been increased by \$2,000.00 for a total of \$49,777.00.

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

Adopted this
17th day of
January, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, Y/N
John N. Bergman

Douglas A. Spencer, Y/N
Douglas A. Spencer

David Bambauer, Y/N
David Bambauer

cc: City of St. Marys
David Bambauer Baumann Enterprises, Inc.

CHANGE ORDER

No. 1 Project: Demolition/Removal of the Nelson Demolition Project located at 14500 St. Marys River Road, St. Marys, Ohio 45885

Date: 11/08/2022 Contract No. #1 Baumann Enterprises, Inc.

I. The following changes are hereby made to the contract documents (attach documentation):

Removal of concrete structure that exist above the well casing. Structure to be removed at a minimum of 3' below grade.

II. The following change is made to the contract price:

| | | |
|----|----------------|-------------------------|
| \$ | <u>47,777</u> | original contract price |
| | <u>0</u> | previous change/extras |
| | <u>\$2,600</u> | this change/extra |
| \$ | <u>49,777</u> | subtotal |
| | <u>0</u> | deductions |
| \$ | <u>49,777</u> | net total |

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by 31 calendar days, making the date for completion of all work JANUARY 31, 2023.

IV. There will be no claims for damages resulting from this change.

— Claims for damages resulting from this change are anticipated for such categories as and should not exceed \$ _____.

Change requested by [Signature] Date 1-12-23
Change recommended by Baumann Enterprises Date 1-12-23
Chris St. Marys
Change accepted by John Bergman Date 1.17.23
Angelaize Lewis Board of Commissioners

IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE DEMOLITION OF THE PROPERTY LOCATED AT 14274 MOULTON-FORT AMANDA RD., WAPAKONETA, OHIO.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of January, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners would like to demolish the property located at 14274 Moulton-Fort Amanda Rd., Wapakoneta, Ohio using Ohio Department of Development Building Demolition and Site Revitalization Program Grant Funding; and,

WHEREAS, specifications have been drafted for the demolition project, making it necessary to set a date and time to open bids for said project.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby set: **February 7, 2023 at 11:00 a.m.** as the following time to receive bids for the ‘Demolition and Removal of the Moulton School Project’ located at 14274 Moulton-Fort Amanda Rd., Wapakoneta, OH in the Commissioners’ Chambers, located at 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio.

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

Adopted this
17th day of
January, 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: Property Owner

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO**
209 S. Blackhoof St., Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

January 13, 2023

TO: Wapakoneta Daily News/The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Legal Notice to be published in The Wapakoneta Daily News and the Evening Leader

Please publish, in the Legal Section of The Wapakoneta Daily News and The Evening Leader, the following Legal Notice on **Tuesday, January 17, 2023**.

Please send Certificate of Publication to:

Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895

Thank you.

Esther Leffel
BOCC Clerk

NOTICE TO CONTRACTOR

Public Notice is hereby that Auglaize County will receive sealed bids until 11:00 a.m., local time, February 7, 2023. The bids for the project must be mailed or hand delivered to the Board of County Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 in the sealed envelope marked "Demolition for 14274 Moulton-Fort Amanda Rd Project".

Plans and specifications are on file and available at the Auglaize County Commissioners' Office, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895.

All demolition and final clean-up work shall be completed and ready for final inspection on or before May 31, 2023.

Bidder shall furnish bond as required in Section 153.54 of the Ohio Revised Code.

No Bidders shall be permitted to withdraw his bid for a period of thirty (30) days after the time of opening of bids.

All bids are to be on a form furnished by the Auglaize County and submitted in a sealed envelope with the name of the Bidder and the project noted plainly on the outside.

Bidders are encouraged to inspect the project site prior to bidding on the project. Bidders may schedule visits through Auglaize County. All pre-bid inspections must be completed no later than five (5) days prior to the bid opening.

Auglaize County, Ohio, reserves the right to reject any or all bids.



John N. Bergman
President of the BOCC

PUBLISH: January 17, 2023
