

County Commissioners Office
Auglaize County, Ohio
January 23, 2024

NO. #24-047

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY SHERIFF.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2024.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2024, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2024 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the Sheriff CPT Fund (062) by \$21,395.36; and,

WHEREAS, Sheriff Vorhees, has requested that the Board amend the 2024 Annual Appropriation to reflect the following increase:

Increase 062.0062.530902 (Professional Training) by \$21,395.36.

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

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

Adopted this
23rd day of
January, 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
✓ Sheriff

IN THE MATTER OF AUTHORIZING PURCHASE, BY AUGLAIZE COUNTY, OF 16.768 ACRES MORE OR LESS OF LAND REFERRED TO AS PARCEL NO. M36-028-007-00, NEW KNOXVILLE, OHIO; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS TO FINALIZE THE PURCHASE OF SAID PROPERTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County owns some of the property surrounding a certain tract of land consisting of 16.768 acres in Washington Township, Auglaize County, Ohio, commonly referred to as Parcel No. M36-028-007-00 (the "Property"); and,

WHEREAS, to protect County's interest and the possibility of future development of this area, the Board of County Commissioners have been negotiating with owners, Rex Katterheinrich, Roger Katterheinrich and Janet S. Wellman (fka Janet S. Kuck), for the purchase of the Property; and,

WHEREAS, negotiations have culminated in an agreeable base purchase price of \$335,000.00 (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and,

WHEREAS, possession of the aforementioned property shall be with the final closing which shall occur on or about February 9, 2024 or at such other time as is mutually agreeable by the parties.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the purchase of 16.768 acres more or less, of land located in Washington Township, Auglaize County, Ohio being referred to as Parcel No. M36-028-007-00 for the total base purchase price of \$335,000.00 (plus any additional funds necessary to pay Buyers' share of closing costs and prorations, minus any credits granted to Buyer as set forth herein); and,

BE IT STILL FURTHER RESOLVED that the Clerk of the Board encumber stated costs from Permanent Improvement – Land to Rex Katterheinrich, Roger Katterheinrich and Janet S. Wellman (fka Janet S. Kuck) for said purchase; and,

BE IT FINALLY RESOLVED that the Board authorizes the execution by the President of the Board and/or Board members of the real estate purchase contract and other necessary documents to cause this purchase.

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

Adopted this
23rd day of
January, 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: ✓ Rex Katterheinrich
✓ Roger Katterheinrich
✓ Janet Wellman
✓ Prosecuting Attorney
✓ Clerk of the Board

Real Estate Purchase Agreement

This Real Estate Purchase Agreement (“*Agreement*”) is made and entered into as of the ~~23rd~~ day of ~~JANUARY~~, 2024, by and between the Sellers and the Buyer as identified below for the purchase of certain real property (herein the “*Premises*”) described as follows:

The parcel commonly referred to as Parcel # M3602800700 containing 16.768 more or less.

RECITALS:

1. The Sellers are Rex Katterheinrich, Roger Katterheinrich and Janet S. Wellman (fka Janet S. Kuck).
2. The Buyer is the Auglaize County Board of Commissioners
3. The Sellers desire to sell and the Buyer desires to buy the Premises.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, and intending to be legally bound, the Sellers and the Buyer agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.
2. **Agreement to Sell.** Sellers agree to sell and convey to Buyer and Buyer agrees to purchase from Sellers the Premises upon the terms and conditions set forth herein.
3. **Purchase Price.** The purchase price of said property shall be the sum of Three Hundred Thirty-Five Thousand Dollars (\$335,000.00) as full consideration for the Premises.
4. **Closing and Possession.** Closing shall occur on or before thirty days from the date of execution of this Agreement and at such location as Sellers and Buyer mutually agree upon. Sellers shall transfer possession of the Premises to the Buyer upon closing.
5. **Deed.** At the closing Sellers shall convey to Buyer good and marketable title to the Premises by executing and delivering a good a sufficient recordable Warranty Deed, with full release of dower, if applicable, conveying to the Buyer or the Buyer’s assign the Premises free and clear of all encumbrances, except as stated below:
 - a. Real estate taxes and assessments which are not due and payable as of the date of the closing;
 - b. All legal highways, easements;
 - c. All easements, rights-of-ways, covenants, reservations, and restrictions of record; and

d. All building and zoning laws, statutes, ordinances, codes, resolutions and regulations.

6. **Closing Expenses.** The expenses of closing described in this Agreement shall be paid in the following manner:

- a. The full costs of any title guarantee or other form of title certificate or title insurance to be paid by the Buyer;
- b. The cost of preparing, executing and acknowledging any deed or other instruments required to convey title to Buyer in the manner described in this Agreement shall be paid by the Buyer (with the exception of any direct attorney fees that the Seller chooses to incur for the Seller's own benefit);
- c. The cost of preparing, executing and acknowledging any promissory notes and other instruments securing debts for financing this transaction shall be paid by the Buyer; and
- d. Any cost of transfer and recordation of title shall be paid by the Buyer.

7. **Real Estate Taxes.** Real estate taxes shall be prorated up to the date of Closing.

8. **Condition of the Property.** The Premises is being purchased in its present physical condition, and the Buyer is relying solely upon such examination with reference to condition, value, character and size of the property and improvements and fixtures, if any.

9. **General Provisions.** The following general provisions shall apply to this Agreement.

- a. It is understood that this Agreement contains all of the terms and conditions agreed upon between the Seller and Buyer, and there are no outside conditions, representations, warranties or agreement.
- b. Each party hereby acknowledges receipt of a copy of this Agreement.
- c. This Agreement shall be governed by the laws of the State of Ohio.
- d. Time is of the essence in all provisions of this Agreement.
- e. This Agreement shall not be assigned by either party without the consent of the other party, except that Seller may assign its rights and obligations under this Agreement to a qualified intermediary in the event Seller engages in a 1031 deferred exchange transaction in connection with the sale of the Premises.
- f. This Agreement shall be binding upon and inure to the benefits of the parties, their heirs, executors, administrators, and assigns if such assignment is approved.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands this 23rd day of January 2024.

SELLERS:

Rex Katterheinrich
Rex Katterheinrich

Roger Katterheinrich
Roger Katterheinrich

Jamet S. Wellman
Jamet S. Wellman

BUYER:

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY COMMISSIONERS' OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2024, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2024 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the ODOT Lead Safe Grant Fund (088) by \$457,000.00; and,

WHEREAS, Commissioners' Office, has requested that the Board amend the 2024 Annual Appropriation to reflect the following increase:

- Increase 088.0088.500100 (Administration) by \$45,700.00;**
- Increase 088.0088.530400 (Equipment) by \$1,600.00;**
- Increase 088.0088.530600 (Lead Safe Renovation (LSR)) by \$225,000.00;**
- Increase 088.0088.530601 (Lead Abatement) by \$125,000.00;**
- Increase 088.0088.530602 (Lead Cleaning Only) by \$59,700.00.**

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2024 Annual Appropriation Resolution be amended to show the changes 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
23rd day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

cc: County Auditor
 County Administrator

IN THE MATTER OF APPROVING THE VOLUNTARY ACTION PROGRAM (VAP) PHASE I PROPERTY ASSESSMENT AGREEMENT FROM CTL ENGINEERING OF OHIO, INC. FOR THE PROPERTY LOCATED AT 14505 TOWNLINE-KOSSUTH ROAD, ST. MARYS, OHIO; AND RATIFYING THE SIGNATURE OF THE COUNTY ADMINISTRATOR TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 23rd day of January, 2024.

Commissioner *Bambauer* moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio has a Brownfield Remediation Program grant (Round 2) available for abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances or petroleum; and,

WHEREAS, the County has identified the property located at 14505 Townline-Kossuth Road, St. Marys, Ohio (the "Property"), to be a potential site for qualification of grant funding; and,

WHEREAS, the State of Ohio has indicated that a Voluntary Action Program Phase I property assessment would be necessary to confirm qualification; and,

WHEREAS, CTL Engineering has provided to the Board of Auglaize County Commissioners a proposal to conduct the Ohio Environmental Protection (OEPA) Voluntary Action Program (VAP) Phase I a Property Assessment for the Auglaize County Parcel No. H2303601200 located at 14505 Townline-Kossuth Road, St. Marys, Ohio 45885; and,

WHEREAS, the following is the total cost for the agreement:

Phase 1 - 24|51|0019|COL|PPL for \$7,000.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the property assessment agreement submitted by CTL Engineering of Ohio Inc. for the Voluntary Action Program Phase I for the approved mentioned parcel located in St. Marys, Ohio; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners does hereby ratify the signature of the County Administrator to execute Phase I agreement which will part of the resolution.

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

Adopted this
23rd day of
January, 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: CTL Engineering of Ohio, Inc.
Auditor

Article 1. CLIENT'S RESPONSIBILITIES

1.1 Client shall provide to CTL such information as is available to CLIENT and CLIENT's consultants and contractors, and CTL shall be entitled to rely upon the accuracy and completeness thereof.

1.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, save and to hold CTL and CTL's sub-consultants harmless from and against all liability, damage, loss, claims demand, actions and expenses, (including attorney's fees and all other cost of defense) that arise out of, or are claimed to arise out of or be connected to the performance of the Client's Responsibilities under this Agreement (including inaccuracies or incompleteness with regard to information provided by or through CLIENT). The promise of indemnification in this Section shall not be construed to indemnify CTL for any loss or damage attributable to the negligent acts or omissions of CTL.

1.3 Entry. CLIENT shall ensure the right to entry onto PROJECT site for CTL.

Article 2. GENERAL CONDITIONS

2.1 CTL shall not be responsible for acts or omissions of any party or parties involved in the design or construction of the PROJECT when not retained directly by CTL.

2.2 Project Documents. When CTL does not prepare the Project Documents, CLIENT waives all claims against CTL arising from or in any way connected with errors, omissions, conflicts, or ambiguities contained therein.

2.3 CTL will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by CLIENT or its contractors, or safety precautions and programs incident thereto.

2.4 CTL Personnel. If CTL personnel are required to participate in claims involving the PROJECT arising from the work of others, CLIENT agrees to compensate CTL personnel for the time expended at CTL personnel's standard fee schedule. Upon request, CLIENT agrees to advance to CTL personnel a retainer for the estimated expected services.

2.5 Samples and Records. Unless stated otherwise in the accompanying Proposal, CTL will retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded. CTL will retain all pertinent records relating to the services performed for a period of one (1) year following submission of the report, during which period the records will be made available to CLIENT.

2.6 Various Investigations. If the scope of CTL's services includes a particular investigation of specific areas of buildings or samples of materials, CLIENT acknowledges that the investigation conducted and resulting report is not intended to represent an inspection of the entire building or of the materials sampled. There is and can be no guarantee that conditions at the point of testing will be identical to that of the entire testing site. Accordingly, CLIENT understands that conditions discovered during the course of the PROJECT, may result in variance to the original report and cause delay or increased cost.

2.7 CTL shall retain the copyright on all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by CTL as instruments of service. CTL will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or its authorized representative or as required by law.

Article 3. INSURANCE & BONDS

3.1 CTL maintains the following insurance for which it will provide an insurance certificate upon request: Worker's Compensation

Insurance; Professional Liability Insurance; General Liability Insurance; Auto Insurance.

3.2 Additional Insurance/Bonds. If CTL is required to obtain additional insurance to what it normally maintains or payment/performance bonds, the cost of such additional insurance/bonds shall be a reimbursable additional expense.

Article 4. LIMITATIONS ON LIABILITY / STANDARD OF CARE

4.1 To the maximum extent permitted by law, Client agrees to limit CTL's liability for CLIENT's damages, in contract, tort or otherwise, including consequential, exemplary, special, incidental or punitive damages and lost profits, to the sum of \$10,000 or CTL's fee, as provided in the Proposal, whichever is greater. This limitation shall apply to all causes of action in the aggregate.

4.2 CTL will exercise that degree of care and skill ordinarily exercised by engineering/testing firms providing similar services. Notwithstanding anything to the contrary CTL makes no other warranties, express or implied. CTL will provide only those services that, in the opinion of CTL, lie within the technical professional areas of skill of CTL and which CTL is adequately staffed and equipped to perform under the general direction of a Registered Professional Engineer.

Article 5. PAYMENT

5.1 CLIENT will pay CTL for services and expenses in accordance with the Unit Rates stated in the Proposal and if applicable, in accordance with CTL's Standard Fee Schedule. CTL's invoices will be presented at the completion of its work or monthly and shall be paid in full within thirty (30) days of receipt by CLIENT or its authorized representative.

5.2 Invoices that remain unpaid beyond thirty (30) days will be considered delinquent and shall be subject to a service charge at a rate of 1.0% per month of the unpaid balance amount. In the event that any invoice remains delinquent for 90 days or more, CTL reserves the right to suspend or terminate this Agreement and pursue any remedies available by law. In the event of suspension/termination CTL shall have no liability to client for delay or damages caused by such suspension or termination. If collection proceedings are initiated against CLIENT for any delinquent amount, CLIENT agrees to pay CTL's attorney's fees and collection costs.

5.3 CTL shall be paid in full for all services under this Agreement, including any overruns, or unforeseen services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT or others for compensation as a result of additional work completed. Such claims shall not delay payment of fees for services performed by CTL.

5.4 Payment: Client shall pay CTL within 30 days of receipt of CTL's invoice. If Client objects to said invoice it will provide detailed reasons for such objections within 10 days of receipt thereof. Interest at the statutory rate shall begin accruing 60 days after receipt of such invoice and if an invoice remains unpaid 90 days after receipt CTL shall have the right to immediately suspend services or terminate this Agreement without any liability to Client. CTL may pursue any remedies available by law including but not limited to collection proceedings. If CTL initiates collection proceedings against Client for any delinquent amount, Client agrees to pay CTL's attorney's fees and collection costs.

Further, Client agrees it shall not withhold any payment to CTL unless and to the extent Owner withholds payments to Client because of faulty work of CTL, even if Client erred in estimating the amount of work or duration of hours required to be performed by CTL and its subcontractors.

Article 6. NON-SOLICITATION AND LIQUIDATED DAMAGES

From the date of commencement of services until one year following the completion of services, CLIENT agrees that it shall not solicit or offer or provide employment to any CTL employee performing the services under this Agreement without the express written permission of an authorized CTL representative. CLIENT agrees that any such solicitation, offer or employment of any CTL employee who performed services under this Agreement would cause great or irreparable harm to CTL and that CTL would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the CTL employee (or former employee as the case may be) representing the cost of training a new employee. Accordingly, CLIENT agrees to pay CTL as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.

Article 7. TERMINATION

This Agreement may be terminated by either party upon receipt of written notice or by mutual written agreement. Termination shall be effective upon receipt of written notice by the non-terminating party, or immediately upon execution of a mutual written agreement. If this Agreement is terminated by either party, CTL shall be paid in full for all services, including overhead and profit, performed through the termination date and those expenses caused by the termination. CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

Article 8. MISCELLANEOUS

8.1 Integration and Binding Effect. This Agreement supersedes all prior understandings and agreements between the parties and binds the parties hereto, and their assigns and legal representatives of any type whatsoever, and shall not be modified unless done so in writing and signed by both parties.

8.2 Governing Law. This Agreement shall be interpreted, construed by and in accordance with the laws of the State of Ohio. In the event of litigation between the parties arising under or in connection with this Agreement, such litigation shall be brought in the Franklin County Court of Common Pleas or in the United States District Court for the Southern District of Ohio.

8.3 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the provisions hereof, which shall remain in full force and effect.

8.4 Mediation. In the effort to resolve any conflicts that arise CLIENT and CTL agree that as a condition precedent to litigation as provided in Section 8.2, all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree in writing otherwise. CLIENT and CTL further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties for those agreements.

8.5 Assignment. Neither CLIENT nor CTL may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

8.6 Waiver. The waiver by either party of any breach by the other party of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement.

8.7 Prevailing Wages. The Parties acknowledge that this Agreement is for professional services and is not subject to prevailing wage laws.

8.8 Equal Opportunity. CTL will comply with all applicable federal, state, and local government laws concerning discrimination. CTL does not discriminate against any party in violation of applicable laws for reasons including but not limited to: age, ancestry, citizenship, ethnicity, disability, race, religion, sex, sexual orientation, and veteran status.

8.9 Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, or by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt and shall be mailed to the addresses below.

8.10 Relationship. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CTL. CTL's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CTL because of this Agreement or the performance or nonperformance of services hereunder. Other than to CLIENT, CTL disclaims any duty to any other party or entity with respect to the materials or reports produced or services provided by CTL under this Agreement and no other party or entity may rely upon such without advance and express written permission of CTL and without such party or entity agreeing to be bound by the limitations, qualifications, terms, conditions, and indemnities set forth in this Agreement.

AGREEMENT FOR ENGINEERING AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is by and between CTL Engineering, Inc. ("CTL"), and

Auglaize County Board of Commissioners
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

("CLIENT"), who agree as follows:

PROJECT DESCRIPTION. CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The project is described as follows:

Project Name **14505 Townline-Kossuth Road Property - VAP Phase I Property Assessment**
Proposal No. **241510019COLIPPL**

SCOPE OF SERVICES. CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree as follows:

If to CTL,

CTL Engineering, Inc.
Attn: Mr. C. K. Satyapriya
2860 Fisher Road
P.O. Box 44548
Columbus, Ohio - 43204-3538
USA

If to CLIENT,

Auglaize County Board of Commissioners
Attn : Erica L Preston
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

CTL Engineering, Inc.

(CTL)



Signature

Kevin J. Reichert, V.P., Principal Environmental Services

Print Name & Title

01/19/2024

Date

Auglaize County Board of Commissioners

(CLIENT)



Signature

Erica L. Preston, County Admin.

Print Name & Title

1-19-24

Date

VAP Phase I PA for Lump Sum \$7,000.00

Date: JANUARY 23, 2024

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA APPROVING
matter of: AMENDMENT NO. 2 TO THE H2OHIO GRANT AGREEMENT WITH OHIO
DEPARTMENT OF NATURAL RESOURCES

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 23rd day of January, 2024 at the Office of the Mercer County Commissioners with the following members present: Mr. Jerry Laffin, Mr. David Buschur, Mr. David Bambauer, Mr. John Bergman, and Mr. Doug Spencer. Mr. Rick Muhlenkamp was absent.

Mr. David Buschur moved the adoption of the following:

RESOLUTION

WHEREAS, Pursuant to Resolution dated April 27, 2021, the Grand Lake St. Marys Lake Facilities Authority Board entered into an H2Ohio Grant Agreement with Ohio Department of Natural Resources for the Mercer Wildlife Area Wetland Restoration Project; and

WHEREAS, Pursuant to Resolution dated December 22, 2022, both parties agreed to Amendment No. 1 to the H2Ohio Grant Agreement to allow for additional work on the Mercer Wildlife Area Wetland Restoration Project; and

WHEREAS, Both parties desire to amend the Scope of Work and extend the agreement to allow for additional time to complete the Work; and

WHEREAS, Grand Lake St. Marys Lake Facilities Authority is in receipt of Amendment No. 2 to the H2Ohio Grant Agreement to modify the Agreement as follows:

1. Pursuant to the terms of the Agreement, Grantee shall complete additional work as set forth in the attached Addendum to Exhibit A – Additional Scope of Work (attached hereto as Exhibit A). The Addendum is hereby incorporated into the Agreement and any subsequent agreements as if fully written therein.
2. The Completion Date set forth in paragraph 12 of the Agreement shall be extended such that the additional Project work shall be completed by June 30, 2026.

All other terms and conditions of the Original Agreement, not modified herein, remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, the Grand Lake St. Marys Lake Facilities Authority Board hereby agrees to the terms of the Amendment No. 2 to the H2Ohio Grant Agreement and authorizes Chairman Laffin to sign digitally on this 23rd day of January, 2024.

Mr. Doug 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

Mr. Jerry Laffin Jerry Laffin, yes;

Mr. David Buschur David Buschur, yes;

Absent _____;

Mr. Rick Muhlenkamp _____;

Mr. David Bambauer David Bambauer, yes;

Mr. John Bergman John Bergman, yes;

Mr. Douglas Spencer Doug Spencer, yes;

Motion carried.

Adopted this 23rd day of January, 2024.

ATTEST:

Kim Everman

Kim Everman, Clerk

Board of Mercer County Commissioners