

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS TO CERTIFY THE PUBLIC NOTICE FOR THE NOTICE FOR EARLY PUBLIC REVIEW OF PROPOSAL TO SUPPORT ACTIVITY IN A 100-YEAR/500-YEAR FLOODPLAIN IN CONJUNCTION WITH THE OHIO DEPARTMENT OF DEVELOPMENT PY2024 COMMUNITY HOUSING IMPACT & PRESERVATION (CHIP) PROGRAM.**

The Board of County Commissioners of Auglaize County met in regular session on the 23rd day of January, 2025.

Commissioner Bergman made the motion to adopt the following:

**RESOLUTION**

**WHEREAS**, the Board of Commissioners has received a PY2024 Community Housing Impact & Preservation (CHIP) Program Grant and is in the process of conducting an environmental review for the CHIP Program. Funding sources: Community Development Block Grant (CDBG): HOME Investment Partnership Program (HOME); and Auglaize County and City of St. Marys HOME Housing Program Income. Ohio Housing Trust Funds (OHTF) may also be a funding source for the program. General project scope includes assistance to low-moderate income (LMI) households with Private Owner Rehabilitation and Home/Building Repair, and any other eligible activities located within Auglaize County.

**WHEREAS**, this notice is required by Section 2(a)(4) of Executive Order 11988 for Floodplain Management, and is implemented by HUD Regulations found at 24 CFR 55.20 (b) for any action that is within and/or affects a floodplain. As currently proposed, the project site may include areas designated as floodplain.

**WHEREAS**, the required public notice of the above sets forth a period of time expiring on February 7, 2025 at 4:00 p.m. during which time written comments regarding the finding will be received by the Commissioners' Office for consideration.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio hereby authorizes and directs the Clerk of the Board to post the herein described Public Notice and formally authorizes the publication of the same in The Evening Leader and The Wapakoneta Daily News on January 23, 2025; and,

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the Board President to sign any and all documents required by the State of Ohio related to the Environmental Review of the PY2024 Community Housing Impact & Preservation (CHIP) Program on behalf of the Board of County Commissioners.

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

Adopted this  
23rd day of  
January, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer yes  
David Bambauer

John N. Bergman yes  
John N. Bergman

Douglas A. Spencer yes  
Douglas A. Spencer

/cc: Kleinfelder

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

**Phone: 419-739-6710**

**Fax: 419-739-6711**

January 17, 2025

**TO:** The Evening Leader/Wapakoneta Daily News  
**FROM:** Board of County Commissioners, Auglaize County, Ohio

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

Please publish, in the Public Notice Section of both newspapers the following Public Notice on **Thursday, January 23, 2025**.

Please send **Certificate of Publication to and invoice to:**  
Board of County Commissioners  
209 S. Blackhoof St., Room 201  
Wapakoneta, OH 45895

Thank you.

Esther Leffel  
BOCC Clerk

**PUBLIC NOTICE**  
**Early Notice and Public Review of a Proposed Activity in a 100-Yr/500-Yr Floodplain**

To: All interested Agencies, Groups, and Individuals

This is to give notice that the Auglaize County Board of Commissioners and the cities of St. Marys and Wapakoneta, OH have determined that the following proposed action under the PY2024 Community Housing Impact & Preservation (CHIP) Program and B-C-24-1AF-1/2 may be located in the 100-year/500-year floodplain, and the Auglaize County Board of Commissioners and the cities of St. Marys and Wapakoneta will be identifying and evaluating practicable alternatives to locating the action in the floodplain and the potential impacts on the floodplain from the proposed action, as required by Executive Order 11988, in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and Protection of Wetlands. General project activity scope includes Private Rehabilitation, Home/Building Repair, and any other eligible activities to low-moderate income (LMI) households. For the PY2024 CHIP, Auglaize County and its partnering jurisdictions, the cities of St. Marys and Wapakoneta, propose funding to assist approximately nine (9) private rehabilitation and approximately ten (10) home/building repair projects. Proposed project activity located within Auglaize County, county-wide and including its partnering cities of St. Marys and Wapakoneta, OH.

There are three primary purposes for this notice. First, people who may be affected by activities in floodplains and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the floodplain, alternative methods to serve the same project purpose, and methods to minimize and mitigate impacts. Second, an adequate public notice program can be an important public educational tool. The dissemination of information and request for public comment about floodplains can facilitate and enhance Federal efforts to reduce the risks and impacts associated with the occupancy and modification of these special areas. Third, as a matter of fairness, when the Federal government determines it will participate in actions taking place in floodplains, it must inform those who may be put at greater or continued risk.

Written comments must be received by Auglaize County and/or its partnering cities of St. Marys and Wapakoneta at the following addresses on or before **February 7, 2025** (which is at least 15 days after the publication of this notice): Auglaize County Board of Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, OH 45895, Attention: Erica Preston, County Administrator, (419) 739-6710; City of St. Marys, 101 West Spring Street, St. Marys, OH 45885, Attention: Mayor Joseph Hurlburt, Jr.; (419) 394-3303; and City of Wapakoneta, 701 Parlette Court, P.O. Box 269, Wapakoneta, OH 45895, Attention: Mayor Dan Lee; (419) 738-3011. A full description of the project may also be reviewed from 8:30 a.m. to 4:30 p.m. at the Auglaize County Board of Commissioners Office at the address above. Comments may also be submitted via email at [epreston@auglaizecounty.org](mailto:epreston@auglaizecounty.org), [lhurlburt@cityofstmarys.net](mailto:lhurlburt@cityofstmarys.net), and [dlee@wapakoneta.net](mailto:dlee@wapakoneta.net).  
**Date: January 23, 2025**

**IN THE MATTER OF AUTHORIZING A SERVICES AGREEMENT FOR THE REVOLVING LOAN FUND APPLICATION/ADMINISTRATION ASSISTANCE WITH KLEINFELDER FOR THE AUGLAIZE COUNTY ECONOMIC DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS AND AUTHORIZES THE PRESIDENT OF THE BOARD TO EXECUTE SAID AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2025.

Commissioner Bergman moved the adoption of the following:  
**RESOLUTION**

**WHEREAS**, the Board of County Commissioners has a countywide revolving loan fund that is advantageous to certain county businesses: and,

**WHEREAS**, Kleinfelder is offering to provide assistance with the Revolving Loan Fund Applications and Administration of said program; and,

**WHEREAS**, a service agreement between Auglaize County and Kleinfelder has been presented at a cost not to exceed the sum of \$20,000.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners hereby authorizes the Service Agreement for Revolving Loan Fund Application/Administration Assistance with Kleinfelder; and,

**BE IT FURTHER RESOLVED**, the Board authorizes the President of the Board to execute said agreement and a copy of said agreement is attached and made a part hereof.

Commissioner Spencer 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, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer  
Douglas A. Spencer

David Bambauer  
David Bambauer

John N. Bergman  
John N. Bergman

✓ cc: Kleinfelder

## CLIENT PROFESSIONAL SERVICES AGREEMENT

Revolving Loan Fund Application/Administration Assistance  
Auglaize County, Ohio

**This Agreement is made on:** January 16, 2025

**Between** Auglaize County Board of Commissioners with offices at 209 South Blackhoof Street,  
Room 201 Wapakoneta, Ohio 45895

(Client)

**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

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- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
  - (a) first, amendments and Change Orders issued in accordance with this Agreement;
  - (b) second, Kleinfelder's Proposal, dated January 16, 2025, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
  - (c) third, this Agreement.
- 1.2 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

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## 2. APPOINTMENT AND SCOPE OF SERVICES

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

## 3. STANDARD OF CARE

3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.

3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.

3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.

3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.

3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.

3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

## 4. KLEINFELDER'S RESPONSIBILITIES

4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.

4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:

- (a) provide qualified staff to perform the Services;
- (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
- (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
- (d) require its personnel to maintain a safe, clean and orderly work environment.

## 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 16, 2025 (with job creation/retention monitoring dependent on job creation/retention time frames) 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 \$20,000. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Kleinfelder will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

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## 7. INSURANCE

7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.

7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnify provided by Kleinfelder under clause 12.1.

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## 8. CHANGES TO SCOPE OF SERVICES

8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:

- (a) a change in the terms and conditions 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.

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## 9. FORCE MAJEURE

9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.

9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

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## 10. INSTRUMENTS OF SERVICE

10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.

10.2 Client agrees:

- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work



*Handwritten note:* make sure that the terms allocated properly

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

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

## 11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

## 12. ALLOCATION OF RISK AND INDEMNITIES

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

*Handwritten note:* the extent allocated by laws

that this indemnity provision does not include, and in no event shall Client 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 services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner or Project insurance policy.

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

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**13. LIMITATION OF LIABILITY**

13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services or \$50,000, and Client hereby releases Kleinfelder from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.

13.2 This limitation of liability has been agreed after Client and Kleinfelder discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Kleinfelder.

13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, 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.

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**14. WAIVER OF CONSEQUENTIAL DAMAGES**

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

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

15.1 Client agrees:

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

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**16. SITE ACCESS**

16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;

- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

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

17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

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**18. DISPUTE RESOLUTION**

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

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**19. MISCELLANEOUS**

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

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

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

**CLIENT:**

**KLEINFELDER:**

By: David Bamberg

By: Lauren O. Falcone

Printed Name: David Bamberg

Printed Name: Lauren O. Falcone, AICP

Title: Board President

Title: Department Manager

**ATTACHMENTS:** Appendix A, Kleinfelder Proposal

**IN THE MATTER OF SETTING THE DATE AND TIME AT WHICH TO RECEIVE QUALIFICATION STATEMENTS AND PROPOSALS FROM FIRMS QUALIFIED TO PROVIDE ADMINISTRATIVE SERVICES AND TECHNICAL ASSISTANCE FOR THE PY2025 CDBG COMMUNITY DEVELOPMENT PROGRAMS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2025.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary for the Board of Auglaize County Commissioners to request qualification statements and proposals from professional planning, community development, economic development, and/or other qualified consulting firms to perform necessary functions for its PY2025 CDBG Community Development Programs (including the Allocation, Critical Infrastructure, Community Housing Impact & Preservation, Neighborhood Revitalization, Residential Public Infrastructure, Economic Development (including but not limited to RLF), and Flexible (Community Development, Downtown Revitalization, and Planning) and any/new programs announced by ODOD under CDBG, HOME, and OHTF programs for PY2025 and PY2026. The scope of work includes the development of a grant writing, environmental review, A & E, planning and related services for these programs, including a fair housing component and coordination and/or data entry on ODOD OCEAN system and technical assistance for grant activities and related CDBG/RLF planning work such as CDIS.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby set **Friday, February 14, 2025 at 4:00 p.m.** as the date and time to receive, in its office, qualification statements and proposals from firms qualified to provide administrative or technical services for PY2025 CDBG Community Development Programs (including the Allocation, Critical Infrastructure, Community Housing Impact & Preservation, Neighborhood Revitalization, Residential Public Infrastructure, Economic Development, and Flexible (Community Development, Downtown Revitalization, and Planning) and any/new programs announced by ODOD under CDBG, HOME, and OHTF programs and any/new programs announced by ODOD under CDBG, HOME, and OHTF programs for PY2025 and PY2026.

Commissioner Spicer 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, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bamber, Yes  
David Bamber

John N. Bergman, Yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

- cc:  Kleinfelder  
 Christopher T. Wojno, AICP  
 MS Consultants, Inc.  
 Access Engineering  
 Choice One Engineering

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

Phone: 419-739-6710

Fax: 419-739-6711

January 21, 2025

TO: The Wapakoneta Daily News/The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Legal Section 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 Notice on **Thursday, January 23, 2025 and Thursday, January 30, 2025.**

Please send **Certificate of Publication to and invoice to:**

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

Thank you.

Esther Leffel  
BOCC Clerk

## REQUEST FOR QUALIFICATIONS/PROPOSALS

The Auglaize County Board of Commissioners requests qualification statements and proposals from qualified professional planning, community development, economic development, and/or other qualified consulting firms to perform necessary functions for its PY2025 CDBG Community Development Programs (including the Allocation, Critical Infrastructure, Community Housing Impact & Preservation, Neighborhood Revitalization, Residential Public Infrastructure, Economic Development (including but not limited to RLF) and Flexible (Community Development, Downtown Revitalization, and Planning) and any/new programs announced by ODOD under CDBG, HOME, and OHTF programs for PY2025 and PY2026. The scope of work includes the development of a grant writing, environmental review, A & E, planning and related services for these programs, including a fair housing component and coordination and/or data entry on ODOD OCEAN system and technical assistance for grant activities and related CDBG/RLF planning work such as CDIS.

All proposals must be responsive to the Scope of Services section of this RFP and must meet the content of RFQ/RFP criteria. Offerors are invited to submit one original and one copy of their response to Auglaize County Board of County Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 no later than 4:00 p.m., **Friday, February 14, 2025**. The complete RFQ/RFP criteria may be requested from Erica L. Preston at 419-739-6710 or view the public notice and RFQ/RFP criteria on the county's website at <https://www2.auglaizecounty.org/legal-notices>.

**IN THE MATTER OF APPROVING THE CONTRACTOR'S PAY REQUEST #1 FROM D.L. SMITH CONCRETE LLC FOR THE 2024 VILLAGE OF MINSTER SIDEWALK / PARKVIEW ADA CURB RAMP REPLACEMENT PROJECT, USING PY2023 CDBG ALLOCATION PROGRAM FUNDS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2025.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on July 30, 2024, Resolution #24-406, the Board of County Commissioners awarded the bid for the PY2023 CDBG Allocation Program project for the 2024 Village of Minster Sidewalk / Parkview ADA Curb Ramp Replacement Project to D.L. Smith Concrete LLC at the cost of \$169,626.00; and,

**WHEREAS**, the Board of County Commissioners approved the Change Order #1 for \$4,622.10; and,

**WHEREAS**, the Board of County Commissioners has now been presented with a Contractor's Pay Request #1 in the amount of \$174,248.10 for the project for 2024 Village of Minster Sidewalk / Parkview ADA Curb Ramp Replacement Project.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #1 in the amount of \$174,248.10 and does authorize execution by the President of the Board of County Commissioners for said Contractor's Pay Request #1 from D.L. Smith Concrete LLC with the CDBG Grant amount of \$148,250.00 and \$25,998.10 from the Village of Minster's commitment.

Commissioner Spencer 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, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: ~~K~~leinfelder  
D.L. Smith Concrete LLC  
Village of Minster  
Choice One Engineering



**IN THE MATTER OF AUTHORIZING THE SECUREMENT OF A NOTE FOR THE BAUER #2 COUNTY DITCH IMPROVEMENT FROM FIRST NATIONAL BANK.**

\*\*\*\*\*  
The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2025.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on December 31, 2024, in Resolution #24-645 the Board of County Commissioners authorized the securement of interest costs for a note in the following amount for the balance of money needed to complete the following ditch improvement:

**Bauer #2 Ditch project** .....\$6,668.84; and,

**WHEREAS**, the following quotations were received for the above mentioned note:

	<b>Bauer #2 Ditch</b>
<b>First National Bank</b> .....	<b>4.76%</b> ;
<b>Minster Bank</b> .....	<b>5.11%</b> ;
<b>First Financial Bank</b> .....	<b>5.83%</b> .

**WHEREAS**, the quotations were shared with County Auditor Linda Bice, for her review and recommendation with said recommendation being to award the ditch note to First National Bank as said bank met the bid requirements for this project.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the securement of a five year (10 semi-annual installments) note in the amount of \$6,668.84 at the rate of interest of 4.76% for the Bauer #2 Ditch Project for the balance of money needed to complete the payment of the ditch project.

Commissioner Spencer 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, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

cc: County Engineer, County Auditor, Bidder

**IN THE MATTER OF APPROVING AN EXTENSION TO THE CONTRACT WITH LUCAS COUNTY CORONER FOR AUTOPSY SERVICES; RATIFYING THE EXECUTION OF SAID AMENDMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2025.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on November 14, 2023 in Resolution #23-550 a contract was presented to the Board of County Commissioners by County Coroner Jason Stienecker from the Lucas County Coroner for autopsy services as requested and needed by Coroner Jason Stienecker effective January 1, 2024 through December 31, 2024; and,

**WHEREAS**, an extension to the 2024 autopsy agreement was presented to the Coroner and Board of County Commissioners. The extension will commence on January 1, 2025 and expire on February 28, 2025; and,

**WHEREAS**, Coroner Stienecker is agreeable to the terms of the extension and request that the Board of County Commissioners, Auglaize County, Ohio, authorize and execute the extension.

**THEREFORE BE IT RESOLVED** that the Board of Auglaize County Commissioners does hereby authorize the extension from January 1, 2025 and expire on February 28, 2025 as presented by the Lucas County Coroner for 2024 autopsy services as requested by the Auglaize County Coroner; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby ratify the execution of said extension.

Commissioner Spencer 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, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: County Coroner  
Lucas County Coroner

**IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE EISLEY DITCH AND TO REEVALUATE THE MAINTENANCE BASE AND UPDATE THE WATERSHED MAP ON SAID DITCH PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2025.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, County Engineer Andrew Baumer, Drainage Engineer Sam Philpot and Drainage Technician TJ Place met with the Board on October 31, 2024:

In 1994, the Eislely Ditch underwent improvements after being petitioned through the Auglaize Soil and Water, and has since been maintained by the Auglaize County Engineer's Office. This 3,575 open ditch drains a watershed of 523 acres and in 1994, cost \$14,748.93 for the installation of the drainage tiles. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 31 years of maintaining the project with the 1994 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and the individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$36,547.40. This number represents what it would cost today to reconstruct the 3,575 feet of the Eislely Ditch as done in 1994 for \$14,748.93. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 31 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Eislely watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

**THEREFORE BE IT RESOLVED**, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **March 6, 2025 at 1:30 p.m.** in the Chambers located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Eislely Ditch maintenance base and update the watershed map.

Commissioner Spence 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, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

/cc: County Engineer

**IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM DITCH DEBT FUNDS TO APPROPRIATE MAINTENANCE FUNDS AS REQUESTED BY COUNTY AUDITOR.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2025.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the following correspondence was received by the Board of County Commissioners:

Board of County Commissioners  
January 21, 2025

Dear Board Members,

I wish to make the following transfers from ditch debt to the ditch maintenance funds. The notes are now paid in full.

Ditch	Transfer Out	Transfer In	Amount
Sandy Beach Storm Sewer (Blew Ditch Mtce)	240.0240.535800	803.0100.400200	\$2,637.49
Culliton Ditch	256.0256.535800	893.0100.400200	\$114.50
Shinedollar Ditch	261.0261.535800	688.0100.400200	\$1.18

Regards,  
s/Linda Bice  
Linda Bice  
Auglaize County Auditor

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the above mentioned transfer of funds for the above mentioned funds in the request from the County Auditor.

Commissioner Spencer 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, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambaauer yes  
David Bambaauer

John N. Bergman ye  
John N. Bergman

Douglas A. Spencer ye  
Douglas A. Spencer

cc: County Auditor

**IN THE MATTER OF FIXING DATE AND TIME FOR A PUBLIC HEARING FOR THE YOUNG DITCH AND TO REEVALUATE THE MAINTENANCE BASE AND UPDATE THE WATERSHED MAP ON SAID DITCH PROJECT.**

\*\*\*\*\*  
The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2025.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, County Engineer Andrew Baumer, Drainage Engineer Sam Philipot and Drainage Technician TJ Place met with the Board on October 31, 2024:

In 1984, the Young Ditch underwent improvements after being petitioned through the County Engineer, and has since been maintained by the Auglaize County Engineer's Office. This 6,179 foot tile ditch and 2,172 feet of grass waterway drains a watershed of 449 acres and in 1984, cost \$36,625.48 for the installation of the drainage tiles. Since the original construction, the owners within this watershed were systematically, through base assessments, charged a small percentage of their original assessment to keep this project at 100% of its design capacity. After 41 years of maintaining the project with the 1994 base amounts, our department has reassessed the outside watershed boundary, updated parcel land use, and adjusted the total base cost to reflect current market prices. These updates have affected both the total project cost and the individual base costs for the parcels within the watershed.

Section 6137 of the Ohio Revised Code allows for us to review such projects and reevaluate the benefits to the owners within this watershed and to reestablish the total cost of the project to revised current prices. After reevaluating the watershed, the new construction base cost for the project is \$118,651.56. This number represents what it would cost today to reconstruct the 6,179 feet of tile and 2,172 feet of grass waterway of the Young Ditch as done in 1984 for \$36,625.48. The re-evaluation also has taken into account the many new parcel splits and residences built in the watershed over the past 41 years. This base will be used to generate future collections to reimburse the maintenance account to perform maintenance strictly on this tile ditch such as tile blowouts or replacement and erosion control.

This department has prepared an assessment base for the property owners within the Young watershed and we are asking the Commissioners to set a date, time and location for the purpose of holding a maintenance hearing as outlined in Section 6137 of the Ohio Revised Code. This department will prepare and mail the notices to the property owners within the watershed.

**THEREFORE BE IT RESOLVED**, the Board of County Commissioners, of Auglaize County, Ohio does hereby set **March 20, 2025 at 10:00 a.m.** in the Chambers located at the Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio for the Public Hearing on the reevaluation of the Young Ditch maintenance base and update the watershed map.

Commissioner Spencer 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, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambaauer, Yes  
David Bambaauer

John N. Bergman, Yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

✓cc: County Engineer

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of January, 2025.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

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

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

Check No.	Amount	Vendor
486149	130.00	WAPAKONETA DAILY NEWS
486150	322.52	JOHN BRUNNER
486151	8500.00	PERRY PROTECH
486157	4223.36	KOHL'S DEPARTMENT STORES
486159	146.58	AEP
486160	2273.00	LUCAS COUNTY FORENSIC
486167	7500.00	MERCER COUNTY CIVIC FOUNDATION
486168	764.25	N.W.G.S.
486173	287.76	FIRST NATIONAL BANK
486175	156.96	FIRST NATIONAL BANK
486177	100.97	COLUMBUS RADIOLOGY
486181	600.18	VENTURELINX
486184	400.00	FREEWALT TRUCKING
486185	1887.26	NOCAC
486186	1500.00	MATRIX POINTE SOFTWARE
486187	212.71	AMAZON
486188	116.96	AMAZON
486194	136.64	WAPAKONETA AREA ECONOMIC DEVELOPMENT
486195	3572.91	K & P MEDICAL TRANSPORT
486198	2589.72	NETWORK COMMUNICATIONS
486199	1012.30	MATTHEW BENDER
486202	903.00	RELIX, INC.
486208	177.10	OHIO CSEA DIRECTORS ASSOC.
486209	532.80	FRESH ENCOUNTER
486213	657.70	US BANK
486227	3162.50	KLEINFELDER, INC.
486230	570.00	INTRINSIC INTERVENTIONS
486233	200.55	VERIZON
486234	907.50	BRITTANY BONETA
486235	262.50	BRITTANY BONETA
486236	500.00	VALERIE NASH
486238	9850.00	GENERATIONS OF LOVE
486239	1850.00	OHIO PHARMACY SERVICES
486239	330.91	OHIO PHARMACY SERVICES
486243	1320.00	CIANNA PACK
486245	2422.00	RODNEY NEIL DBA TAC-TOTE LLC
486246	1110.00	YMCA SIDNEY & SHELBY COUNTY
486247	3505.92	AUGLAIZE COUNTY TREASURER
486248	593.16	CITY OF ST. MARYS

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

Adopted this  
23rd day  
January, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer Yes  
David Bambauer

John N. Bergman Yes  
John N. Bergman

Douglas A. Spencer Yes  
Douglas A. Spencer