

IN THE MATTER OF THE REORGANIZATION OF THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS FOR THE YEAR 2025.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of January, 2025.

RESOLUTION

WHEREAS, Section 305.05 of the Ohio Revised Code states that the Board of County Commissioners shall organize no later than the second Monday of January of each year; and,

WHEREAS, on Tuesday, January 7, 2025, at 8:42 a.m., President of the Board Douglas A. Spencer turned the meeting over to Esther Leffel as Clerk of the Board for the reorganization of the Board of County Commissioners of Auglaize County, Ohio; and,

WHEREAS, Clerk Leffel, asked for a motion for nominations for the President of the Board and Vice President of said Board for 2025; Commissioner Spencer made the motion that David Bambauer to serve as President of the Board and John N. Bergman to serve as Vice President of said Board for 2025 and Commissioner Bambauer seconded the motion. Roll call vote was taken on this motion; Mr. Bambauer yes, Mr. Spencer yes and Mr. Bergman yes. Motion carried.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby reorganize for the year of 2025, naming David Bambauer to serve as President of the Board; John N. Bergman will serve as Vice President; Douglas A. Spencer will serve as Member; and,

BE IT FURTHER RESOLVED that said Board determined that in the absence of the President of the Board of County Commissioners, the Vice President will preside; and,

WHEREAS Clerk Leffel then asked that a motion be made to set the hours of regular session for the Board of County Commissioners, Auglaize County, Ohio for 2025; and,

WHEREAS, Commissioner Bambauer moved that the Board of County Commissioners, Auglaize County, Ohio shall meet as in the past year; same being, in regular session every Tuesday and Thursday from 8:00 a.m. to 4:30 p.m. or until the conclusion of that day's business throughout 2025; Commissioner Spencer seconded the motion; Roll call vote was taken: Mr. Bambauer yes, Mr. Spencer yes and Mr. Bergman yes. Motion carried.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio shall be in regular session every Tuesday and Thursday from 8:00 a.m. to 4:30 p.m. or until the conclusion of that day's business throughout 2025; and,

BE IT FURTHER RESOLVED that the reorganizational meeting being completed, the session was turned over to President David Bambauer.

Adopted this
7th 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

IN THE MATTER OF DESIGNATING THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO (CCAO) IN 2025.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of January, 2027.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and,

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the Board of County Commissioners; and,

WHEREAS, in designating the Official Representative and Alternate only a member of the Board of County Commissioners is eligible to be designated as the Office Representative and Alternate.

NOW THEREFORE BE IT RESOLVED that David Bambauer, President of the Board of County Commissioners, Auglaize County, Ohio, is designated as the Official Voting Representative of Auglaize County; and,

BE IT FURTHER RESOLVED that John N. Bergman, Vice-President of the Board of County Commissioners, Auglaize County, Ohio is designated as the Alternate Voting Representative of Auglaize County.

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

Adopted this
7th day of
January, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
David Bambauer,
David Bambauer

John N. Bergman,
John N. Bergman
Douglas A. Spencer,
Douglas A. Spencer

cc: CCAO (certified copy)

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM COUNTY GENERAL FUND TO SALARY RESERVE FUND (058).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of January, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners and the County Auditor has established a Salary Reserve Fund for payment of the County's financial obligations at the time an employee retires or separates from a County position within the County General Revenue Fund; and,

WHEREAS, the amount in the fund is not to exceed the County Auditor's annual estimated financial obligation of the severance package.

THEREFORE BE IT RESOLVED that the Board of County Commissioners does authorize the County Auditor to complete the following Transfer of funds:

Amount: \$83,495.21
From: 001.1701.538000 - Contingencies Fund
To: 058.0100.400100 – Salary Reserve Fund – Transfer In

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

Adopted this
7th 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 Auditor

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM MVGT FUND TO OPWC BRIDGE LOAN FUND (239) AND TRANSFER OF FUNDS FROM MVGT FUND TO OPWC BRIDGE LOAN FUND (236) AS REQUESTED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of January, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

Board of County Commissioners

I am requesting an annual transfer of \$8,800 starting 1/1/2015 and ending 1/1/2033 in order to make the annual payment on the OPWC Loan please authorize the County Auditor to transfer:

AMOUNT	FROM:	TO:
\$ 8,800.00	002.0015.550200 (OPWC Loan)	239.0100.400200 (Transfer In)

I am requesting an annual transfer of \$11,500 starting 1/1/2018 – 1/1/2038 in order to make the annual payment on the OPWC Loan for the Glynwood Road Bridge please authorize the County Auditor to transfer:

AMOUNT	FROM:	TO:
\$11,500.00	002.0015.550200 (OPWC Loan)	236.0100.400200 (Transfer In)

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 MVGT Fund to OPWC Loan Fund as mentioned above by County Engineer Andrew Baumer.

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

Adopted this
7th day of
January, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambaum, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: ✓ County Auditor
 ✓ County Engineer

IN THE MATTER OF AWARDING GRANTS TO VARIOUS ORGANIZATIONS FOR THE YEAR 2025.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 7th day of January, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on the 2nd day of January, 2024 the Board of County Commissioners did approve the 2025 Annual Appropriation for the County; and,

WHEREAS, the Board did appropriate monies as grants for 2025 to certain organizations and in the amounts as follows:

Auglaize County Humane Society	\$ 1,500.00
Ohio State Cooperative Extension Service	\$ 180,000.00
Soil Conservation Service	\$ 190,000.00
Auglaize County Agricultural Society	\$ 40,000.00
Auglaize County Historical Society	\$ 6,000.00
New Bremen Historical Society	\$ 1,000.00
Minster Historical Society	\$ 1,000.00
Cridersville Historical Society	\$ 1,000.00
New Knoxville Historical Society	\$ 1,000.00
Unipolis Historical Society	\$ 1,000.00
Local Emergency Planning	\$ 8,400.00

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does approve the above grants and authorizes the Clerk to do the paperwork necessary for payment of said grants.

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

Adopted this 7th day
of January, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambaer, yes
David Bambaer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Auditor
Clerk of the Board

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE COUNTY ADMINISTRATOR, OFFICE STAFF AND THE BOARD OF COUNTY COMMISSIONERS FOR VARIOUS MEETINGS OR ORGANIZATIONS AS PERTAINS TO THE COMMISSIONERS' OFFICE FOR CALENDAR YEAR 2025.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of January, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary that the County Administrator, Office Staff and the Board of County Commissioners attend, throughout the year, various meetings which are pertinent to the affairs of said office; and,

WHEREAS, many of these meetings are meetings of the National Association of Counties, International City/County Management Association, County Commissioners Association of Ohio, County Administrator's Association of Ohio, National Association of County Administrator's, Northwest Ohio Commissioners and Engineer's Association and the International Foundation of Employee Benefit Plans, as well as other gatherings which pertain to the business of the Board of County Commissioners Office; and,

WHEREAS, expenses, if any, for these meetings shall not exceed the funds appropriated for travel within the Board's office appropriation and shall be within the travel policies as established by the Board.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize expenditures for the County Administrator, Office Staff and the Board of County Commissioners to attend the meetings as mentioned above and all other functions relating to the business of the Board of County Commissioners for calendar year 2025.

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

Adopted this
7th day of
January, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yo
David Bambauer

John N. Bergman, yo
John N. Bergman

Douglas A. Spencer, yo
Douglas A. Spencer

ec: Clerk of the Board

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE COUNTY ADMINISTRATOR, OFFICE STAFF AND THE BOARD OF COUNTY COMMISSIONERS FOR VARIOUS MEETINGS OR ORGANIZATIONS AS PERTAINS TO THE COMMISSIONERS' OFFICE FOR CALENDAR YEAR 2025.

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WHEREAS, many of these meetings are meetings of the National Association of Counties, International City/County Management Association, County Commissioners Association of Ohio, County Administrator's Association of Ohio, National Association of County Administrators, Northwest Ohio Commissioners and Engineers Association and the International Foundation of Employee Benefit Plans, as well as other gatherings which pertain to the business of the Board of County Commissioners Office; and,

WHEREAS, expenses, if any, for these meetings shall not exceed the funds appropriated for travel within the Board's office appropriation and shall be within the travel policies as established by the Board.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize expenditures for the County Administrator, Office Staff and the Board of County Commissioners to attend the meetings as mentioned above and all other functions relating to the business of the Board of County Commissioners for calendar year 2025.

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

Adopted this
7th day of
January, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, y
David Bambauer

John N. Bergman, y
John N. Bergman

Douglas A. Spencer, y
Douglas A. Spencer

cc: Clerk of the Board

IN THE MATTER OF AUTHORIZING THE COUNTY ENGINEER TO USE THE "FORCE ACCOUNT" PURSUANT TO THE OHIO REVISED CODE - SECTION 5543.19; SETTING ALLOCATION OF REVENUE TO TOWNSHIPS FROM PERMISSIVE TAX REVENUE.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 7th of January, 2025.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, the Board of County Commissioners has decided that the health, welfare and safety of the people of Auglaize County can best and most efficiently be served by the "Force Account" in matters pertaining to maintenance, repair, construction, and reconstruction of Auglaize County roads, bridges, etc.; and,

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize Andrew Baumer, Auglaize County Engineer to use the existing county employee forces and proceed by "Force Account", as outlined in Section 5543.19 of the Ohio Revised Code, in the maintenance, repairs, construction of roads, bridges, and culverts in Auglaize County during the year 2025; and,

BE IT FURTHER RESOLVED that the Auglaize County Commissioners reserve unto themselves the right and authority to make all purchases of material and equipment required in the maintenance, repair, construction of roads, bridges, culverts in Auglaize County during the year 2025, except that as the Board may from time to time by resolution designate such purchasing authority to Andrew Baumer, County Engineer; and,

WHEREAS, the Ohio Revised Code Section 153.64, 4931 and 4933, provides to the Board of County Commissioners, the authority to control the installation and placement of any public utilities within the dedicated public right-of-ways of all County maintained highways; and,

WHEREAS, the Ohio Revised Code Section 5589 and 5543 provides to the Board of County Commissioners, the authority to control any digging and excavating on or along a County maintained highway and for the placement of a private driveway approach to a County maintained highway; and,

WHEREAS, the Ohio Revised Code Section 4513.34 provides to the Board of County Commissioners, the authority to permit oversize and overweight vehicles using County maintained highways.

THEREFORE, BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the Auglaize County Engineer to develop and administer permits for the above described activities within County road right-of-ways and to keep said permits with the permanent road records of Auglaize County; and,

WHEREAS, the Board of County Commissioners approved the levying of the \$5.00 permissive license plate fee as provided in Section 4504.16 of the Ohio Revised Code, with 30% of those dollars collected to be distributed to the appropriate townships for road improvements.

THEREFORE, BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby direct the Auglaize County Auditor to maintain the 30% distribution ratio to the townships during 2025 as provided in the Ohio Revised Code, Section 4504.16.

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

Adopted this
7th day of
January, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambaer, yes
David Bambaer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR, AS REQUESTED BY THE SANITARY ENGINEER, TO REIMBURSE THE COUNTY GENERAL FUND FROM VARIOUS SEWER ACCOUNTS FOR OHIO EPA FINES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of January, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the County Sanitary Engineer, Andrew Baumer requested that the Board of County Commissioners authorizing the following fund reimbursements from various sewer accounts, as listed, to the County General for Ohio EPA fines per resolution #15-161 dated April 9, 2015:

Sharlon \$ 900.00 102.0016.550200 (Advance Repayment) 001.0700.401802 (Red. from other funds).

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

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

Adopted this
7th day of
January, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Baumber, Y
David Bambauer

John N. Bergman, Y
John N. Bergman

Douglas A. Spencer, Y
Douglas A. Spencer

cc: County Sanitary Engineer
County Auditor

IN THE MATTER OF APPROVING THE AGREEMENT FOR THE EMPLOYMENT OF ANDREW BAUMER AS SANITARY ENGINEER OF AUGLAIZE COUNTY AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT BY THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 7th day of January, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has negotiated a agreement with Mr. Andrew Baumer to serve as the Sanitary Engineer of Auglaize County, commencing January 2, 2025 and ending on the January 1, 2029; and,

WHEREAS, a fair and agreeable compensation for the employment of Mr. Baumer has been reached between Mr. Baumer and the Board of County Commissioners; and,

WHEREAS, an "Agreement" has been drafted to the approval of both parties and it is necessary for the Board of Auglaize County Commissioners to execute said agreement.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Sanitary Engineer of Auglaize County Agreement as drafted for Mr. Andrew Baumer; and,

BE IT FURTHER RESOLVED that said "Agreement" be hereto attached and thus be made a part of this 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
7th day of
January, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Baumbauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Andrew Baumer
Auditor

AUGLAIZE COUNTY EMPLOYMENT AGREEMENT

This Auglaize County Employment Agreement (this "Agreement") is made and entered into effective January 2, 2025, by and between the AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as "EMPLOYER" and ANDREW BAUMER hereinafter referred to as "EMPLOYEE" upon the following terms and conditions:

1. The parties agree that, as of the 2nd day of January 2025 (the "Effective Date"), EMPLOYEE shall continue to assume the position of Sanitary Engineer of Auglaize County, pursuant to Ohio Revised Code Section 6117.01.
2. EMPLOYEE agrees to faithfully perform the duties assigned to him by the EMPLOYER, as set forth in the position description hereto attached, to the best of his ability.
3. EMPLOYEE further agrees that in the performance of his duties he shall comply with all applicable state and federal laws and regulations and policies/procedures of the EMPLOYER for unclassified positions.
4. In consideration of such services, EMPLOYER agrees to pay EMPLOYEE compensation of an annual salary of \$31,850.00 payable bi-weekly at \$1,225.00 for the calendar year 2025.
 - a. Any annual wage increase shall be determined by the EMPLOYER and shall be documented by the issuance of a certificate of appointment (or other similar document) by the EMPLOYER.
5. The term of this Agreement shall begin as of the Effective Date and shall end at 11:59:59 on January 1, 2029.

6. In the event of subsequent changes in state and federal law, regulations, mandate, or rule, which may modify, alter, abolish, any portion of this Agreement, the parties shall be bound by any such change in applicable law or regulation.

Signed and Acknowledged
in the presence of:

Edith Laffer

Board of County Commissioners
Auglaize County, Ohio

By: *John N. Bergman*
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

David Bambaauer
David Bambaauer

1/4/2025
DATE

Andrew Baumer
Andrew Baumer

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A CONTRACT WITH CTL ENGINEERING, INC. FOR THE TECHNICAL ASSISTANCE AND CONSULTING SERVICES FOR THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD) BROWNFIELD REMEDIATION GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of January, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners wishes to contract with CTL Engineering, Inc. to provide technical assistance and consulting services for the Ohio Department of Development (ODOD) Brownfield Remediation Grant Program for the Auglaize 208390 Townline Road Junk Yard Project; and,

WHEREAS, the fees for the Brownfield Remediation Grant Program are as follows:

Administrative	\$25,000.00;
Demolition	\$154,625.00;
Cleanup/Remediation & Additional Assessments	\$250,000.00;
Excavation	\$132,000.00
Hazardous Disposal (Trucking & Disposal est. 1,500 tons)	\$1,025,475.00;
Non-Hazardous (Trucking & Disposal est. 4,500 tons)	\$2,437,125.00; and,

WHEREAS, CTL Engineering, Inc. has prepared a contract for the Board's review and execution; and,

WHEREAS, the Board of County Commissioners has reviewed said contract and has found it to be satisfactory.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for technical assistance and consulting services for the Ohio Department of Development (ODOD) Brownfield Remediation Grant Program - Auglaize 208390 Townline Road Junk Yard Project as the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambauer, to execute said contract.

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

Adopted this
7th 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: CTL Engineering, Inc.

November 25, 2024

Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895

Attention: Erica Preston
County Administrator

Reference: Auglaize 208390 Townline Road Junk Yard
Kossuth-Townline Road, Auglaize County, St. Marys, Ohio
CTL Proposal 24510301COL-PPL

Based on the findings of our VAP Phase I Property Assessment, Limited Phase II Environmental Site Assessment and Pre-Demolition Asbestos Survey, CTL Engineering proposes to first remove all structures, piles of soil and debris and other items from the subject property to allow for additional assessments of the contaminated soils and to evaluate potential impacts to groundwater as well as for the remediation of impacted soils. Based on the information we have regarding the known contaminants on the subject property, namely lead, arsenic and PCBs, our remedial action plan is to excavate and remove an estimated 4,000 cubic yards of impacted soils to be disposed of at either a licensed hazardous waste disposal facility or licensed sanitary landfill capable of accepting these soils.

COST ESTIMATE:

Our cost estimate breakdown is as follows:

Administrative	\$25,000.00
Demolition	\$154,625.00
Cleanup/Remediation & Additional Assessments	\$250,000.00
Excavation	\$132,000.00
Hazardous Disposal (Trucking and Disposal, Est. 1,500 tons	\$1,025,475.00
Non-Hazardous (Trucking and Disposal, Est. 4,500 tons)	\$850,025.00
Estimated Total	\$2,437,125.00

CTL will invoice for our services on a Time & Materials basis in accordance with the attached unit rate fee schedule provided in Attachment 1. These unit rates are reflective of our 2024 Fee Schedule. These rates will not increase for the duration of the project.

QUALITY CONTROL:

All reports are peer-reviewed for their contents and basis for technical opinions, prior to finalizing.

INSURANCE REQUIREMENTS:

Please note that CTL carries professional liability, worker's compensation, and general liability insurance; copies of which can be provided upon request.

TERMINATION:

This project may be terminated by any party upon receipt of written notice or by written mutual agreement. If this project is terminated by either party, CTL shall be paid in full for our services, including time, expenses, and profits performed through the termination date, and those expenses caused by termination.

PAYMENT:

Invoices are submitted on a monthly basis or completion of the projects and are payable net upon receipt for the portion of the work completed to that date by using any of the options listed below. One and ½ percent interest per month will be charged on the past due accounts. *Payment can be made by any options listed below:*

Payment by Check/Money Order	Payment by Credit Card	Payment by ACH or Wire Transfer
Payment can be made by Personal, Company, Cashier's Check or Money Order by mailing to: CTL Engineering, Inc. PO Box 478 Columbus, Ohio 43085	CTL accepts Discover, Master Card & VISA Please call 614-276-8123 ext. 2008 or ask to page someone in Accounts Receivable to pay by credit card. ✓ Or Request a Credit Card Payment Information Form from AR@ctleng.com . ✓ Please note, CTL does not keep the credit card information on file. Once the single transaction is completed, information is deleted. THERE IS A 3% SERVICE FEE FOR CREDIT CARD PAYMENTS.	ACH* Instructions: Institution: Fifth Third Bank, FTCO 21 E State Street, Columbus, OH 43215 Please call 614-276-8123 or ask to page someone in Accounts Receivable for Routing and Account information ACH Types – CCD, CTX, PPD, TEL, WEB, & CBR DOMESTIC Wire Instructions: Institution: Fifth Third Bank, Columbus, OH ABA: Please call Account #: Please call Beneficiary: CTL Engineering, Inc. FOREIGN Wire: Please call 614-276-8123 Ext. 2008 Bank Contact: Donna McDonald/Commercial Support 614-405-7745 or 866-475-0729 (Fax: 304-353-4118)

**** Please write CTL's Invoice, Proposal, or Project Number on the check to ensure Proper Credit.**



AUTHORIZATION:

If the terms and conditions of this proposal are acceptable to you, please sign the attached Agreement for Engineering and Testing Services provided in Attachment 2 and send one copy to our office, via facsimile at (419) 738-7670 or via email to kreichert@ctleng.com.

CTL Engineering appreciates the opportunity to be of service. If you have any questions, please do not hesitate to give me a call at (419) 303-4176.

Respectfully submitted,

CTL ENGINEERING, INC.



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

Attachments:

Attachment 1 – Unit Rate Fee Schedule

Attachment 2 – Agreement for Engineering and Testing Services



ATTACHMENT 1 – UNIT RATE FEE SCHEDULE



STANDARD HOURLY FEE SCHEDULE

Personnel Category	Rate / Hour
VAP Certified Professional (1010)	\$240
Professional Engineer (1001)	\$220
Senior Environmental Scientist (5125)	\$210
Senior Designer (1018)	\$205
Project Manager (1003)	\$190
Staff Engineer (1002)	\$180
Asbestos/Lead Abatement Project Designer (5131)	\$205
Environmental Scientist (5115)	\$160
Asbestos/Lead Assessor (5126)	\$155
CADD – Draftsperson (1017)	\$120
GIS (5121)	\$120
Administrative/Secretarial (1006)	\$80

ATTACHMENT 2 – AGREEMENT FOR ENGINEERING AND TESTING SERVICES

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 **Townline Road Junk Yard Project**
Proposal No. **241510301COLPPL**

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

January 7, 2025

Date

Auglaize County Board of Commissioners

(CLIENT)



Signature

David Sambraver, President

Print Name & Title

January 7, 2025

Date

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.

County Commissioners Office
Auglaize County, Ohio
January 7, 2025

NO. #25-015

IN THE MATTER OF AUTHORIZING SOLID WASTE EMPLOYEES TO BE PAID OVERTIME.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of January, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Rob Egbert, James Ray, Brian Stelzer, Noah Luiken, Jeff Moore, Jonathan Rowton, and Craig Ladd are employed at the Auglaize County Recycling Center; and,

WHEREAS, Solid Waste District Coordinator, Scott Cisco, has requested to pay the above named individuals overtime which also includes any holidays worked at the Recycling Center for the above named employees effective January 01, 2025 through the end of December 31, 2025 or such earlier time as the Solid Waste District Coordinator determines overtime isn't necessary for the operational needs of the department; and,

WHEREAS, the Board of County Commissioners wishes the above named individuals to be paid for the overtime hours and holiday hours worked at the Recycling Center.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize Rob Egbert, James Ray, Brian Stelzer, Noah Luiken, Jeff Moore, Jonathan Rowton and Craig Ladd, Auglaize County Recycling Center employees, to be paid as overtime hours for all eligible hours for overtime hours worked from January 1, 2025 through December 31, 2025 or such earlier time as the Solid Waste District Coordinator determines overtime isn't necessary for the operational needs of the department.

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

Adopted this
7th 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: Clerk of the Board
 Solid Waste District Coordinator
 Auditor

County Commissioners Office
Auglaize County, Ohio
January 7, 2025

NO. #25-016

IN THE MATTER OF AUTHORIZING MAINTENANCE EMPLOYEES TO BE PAID OVERTIME FOR EMERGENCY REPAIRS DURING THE YEAR OF 2025.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of January, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Tyler Stevely and Jason Solomon are employed at the Auglaize County Maintenance Department; and,

WHEREAS, County Administrator, Erica Preston, has requested to pay the above named individuals overtime pay for hours in excess of 40 hours per week due to emergency situations or as otherwise determined by the County Administrator to warrant overtime pay for the above named employees effective January 01, 2025 through the end of December 31, 2025 or such earlier time as the County Administrator determines overtime isn't necessary for the operational needs of the department; and,

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

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize Tyler Stevely and Jason Solomon, Auglaize County Maintenance Department employees, to be paid as overtime hours for all eligible hours for overtime hours worked from January 1, 2025 through December 31, 2025 with the authorization from the County Administrator.

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

Adopted this
7th day of
January, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

- cc: Clerk of the Board
 Maintenance Employees
 Maintenance Supervisor
 Auditor