

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 1st day of July, 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 County Grant DEV—2025 – 215678 “Former Auglaize County Acres Nursing Home Project”; and,

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

Administrative	\$10,000.00;
Asbestos Abatement	\$404,605.00;
Building Demolition	<u>\$1,018,951.00;</u>
	\$1,433,556.00; 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 – DEV—2025 – 215678 “Former Auglaize County Acres Nursing Home 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
1st day of
July, 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.

February 6, 2025

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

Attention: Erica Preston
County Administrator

Reference: Auglaize Manner Nursing Home
13093 Infirmary Road, Wapakoneta, Ohio (Auglaize County)
CTL Proposal 25510031COL-PPL

Based on the findings of CTL Engineering of Ohio, Inc.'s (CTL Engineering) Hazardous Materials Survey dated May 20, 2024, CTL Engineering proposes to first abate all Regulated Asbestos-Containing Materials (RACMs) as well as Category 1 non-friable flooring from the Auglaize Manner Nursing Home structures. The reason the Category 1 non-friable flooring will be abated is so the concrete floors can be recycled and used as clean backfill gravel. The abatement of the flooring materials and recycling of the concrete will reduce the overall cost of the project. It is estimated that approximately 4,100 SF of RACM consisting of ceiling texture plaster, sink undercoating, pipe fitting insulation, boiler insulation, vibration dampers, tank insulation and fire-proof doors as well as 35,750 SF of Category 1 flooring and mastic will require abatement prior to demolition. In addition, universal wastes consisting of fluorescent light ballasts (if PCB), mercury switches, refrigerants, miscellaneous paints, solvents and cleaning supplies and other miscellaneous materials will be removed and properly disposed.

Upon completion of the asbestos abatement and removal of the universal waste, the approximately 70,000 SF nursing home building and maintenance building will be demolished by removing the structures, slabs, foundations and footers. The concrete slabs will be crushed and recycled for backfill. The non-concrete demolition debris that can't be recycled and used as fill will be hauled to a licensed demolition landfill. The site will then be seeded, fertilized and mulched.

Our cost estimate breakdown is as follows:

Administrative	\$10,000.00
Asbestos Abatement	\$404,605.00
Building Demolition	<u>\$1,018,951.00</u>
Estimated Total	\$1,433,556.00

CTL Engineering appreciates the opportunity to be of service. If you have any questions, please call.

Respectfully submitted,
CTL ENGINEERING, INC.



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



Chris Jaros, P.E., C.P.
Certified Professional

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 **Auglaize Acres Nursing Home Abatement and Demolition**

Proposal No. **25|51|0031|COL|PPL**

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

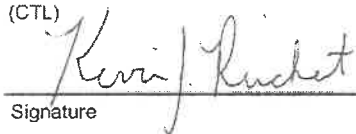
Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth 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.

Auglaize County Board of Commissioners

(CTL)

(CLIENT)



Signature



Signature

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

Print Name & Title

David Bamberger, President

Print Name & Title

July 1, 2025

Date

July 1, 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
July 1, 2025

NO. #25-352

**IN THE MATTER OF AUTHORIZING A HOUSING REHABILITATION PROJECT UNDER
THE C.H.I.P. PROGRAM.**

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of July, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners did receive a 1,000,000.00 grant through the State of Ohio's Office of Community Development – PY2024 Community Housing Impact and Preservation Program and the Auglaize County Commissioners have committed \$136,202.00 from the Program Income Fund for the acquisition & rehabilitation of housing units within the County; and,

WHEREAS, the following home private rehab project is ready to proceed:

Applicant: Joseph Daniels	318 Cherry St., St. Marys, OH 45885
Project Cost: \$68,650.00	(HOME Funds) B-C-24-1AF-2
(Private Rehab)	
Soft Cost: \$13,730.00	Kleinfelder
Contractor: Branson's Seamless Gutter & Cleaning Services	

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the housing project as noted above.

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

Adopted this 1st day
of July, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Kleinfelder
BOCC Clerk

County Commissioners' Office
Auglaize County, Ohio
July 1, 2025

No #25-353

**IN THE MATTER OF AUTHORIZING A HOUSING REHABILITATION PROJECT UNDER
THE C.H.I.P. PROGRAM AND PROGRAM INCOME FUND.**

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of July, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners did receive a 1,000,000.00 grant through the State of Ohio's Office of Community Development – PY2024 Community Housing Impact and Preservation Program and the Auglaize County Commissioners have committed \$136,202.00 from the Program Income Fund for the acquisition & rehabilitation of housing units within the County; and,

WHEREAS, the following private rehab project is ready to proceed:

Applicant: Brett Winegardner	209 East Wapakoneta St., Waynesfield, OH 45896
Project Cost: \$1,000.00	(CDBG HOME Funds) B-C-24-1AF-2
(Private Rehab)	
Soft Costs: \$12,500.00	Kleinfelder
Project Cost: \$61,462.00	(Program Income Fund 083)
(Private Rehab)	
Contractor: Roofing Innovations, LLC dba Deitemeyer Brothers Roofing & Construction	

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the housing rehab project as noted above.

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

Adopted this 1st day
of July, 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
Clerk

County Commissioners' Office
Auglaize County, Ohio
July 1, 2025

NO. #25-354

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

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of July, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

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

From: 001-0905-533500 – Public Assistance Grant

Amount: \$ 5,233.00

To: 006-0400-400101 – Public Assistance

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

Adopted this 1st day
of July, 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
☒ Jobs & Family Services

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of July, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has received a request from the Sheriff to increase the 2025 Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, Jail Commissary Fund:

Increase 059.0059.530400 (Equipment) by \$23,451.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2025 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

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

Adopted this
1st day of
July, 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
☒ County Administrator
☒ Sheriff

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of July, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2025, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2025 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor's Office informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the ODOT Brownfield Augl. Acres Project Fund (180) by \$1,075,165.00; and,

WHEREAS, the Commissioners' Office has requested that the Board amend the 2025 Annual Appropriation to reflect the following increase:

ODOD Brownfield Augl. Acres Project Fund		
180.0180.530600	Administration	\$10,000.00
180.0180.530602	Cleanup/Remediation	\$660,560.00
180.0180.530605	Demolition	\$404,605.00

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2025 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this
1st day of
July, 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
County Administrator

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE
AGGREGATOR REGISTRATION APPLICATION FOR THE STATE OF OHIO.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of July, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Palmer Energy has submitted an aggregator registration application for the State of Ohio for AEP Ohio so that Auglaize County along with Moulton Township can reapply to the CRES Provider under contract with the Governmental Aggregator; and,

WHEREAS, Palmer Energy has requested the President of the Board to execute said application with Ohio Power Company dba AEP Ohio.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the application and authorizes the President of the Board to execute so stated application.

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

Adopted this
1st day of
July, 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: Palmer Energy

County Commissioners Office
Auglaize County, Ohio
July 1, 2025

NO. #25-358

IN THE MATTER OF APPROVING THE RE-EVALUATION OF THE ASSESSMENT BASE FOR THE MAINTENANCE FOR THE ROEDIGER #2 DITCH; CHANGING THE WATERSHED MAP AND CERTIFYING THE MAINTENANCE BASE TO THE COUNTY AUDITOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1stth day of July, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #25-153, the Board of Auglaize County Commissioners set a date, July 1, 2025, to hold a public hearing on the base assessments for the Roediger #2 Ditch Maintenance fund established in 1986; and,

WHEREAS, that the hearing was for the review and re-evaluation of the Roediger #2 Ditch which is provided under section 6137.112 of the Ohio Revised Code; and,

WHEREAS, in addition to reevaluating the Roediger #2 watershed; and,

WHEREAS, there exists a balance at the end of 2024 in the maintenance fund of \$832.91; and,

WHEREAS, notification of the public hearing and base assessments were given, via U.S. Mail, to all landowners involved in said watershed.

THEREFORE BE IT RESOLVED, that the Board of Auglaize County Commissioners, does hereby approve the re-evaluation of the assessment base from \$7,237.61 to \$16,913.04 for the Roediger #2 Ditch; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners, does hereby authorize the changes to the watershed map and acreage; and,

BE IT STILL FURTHER RESOLVED that said Board certifies to Auglaize County Auditor said maintenance assessment base.

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

Adopted this
1st day of
July, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Engineer
Auditor