

IN THE MATTER OF THE JOINT BOARD OF COMMISSIONERS, AUGLAIZE AND LOGAN COUNTY, OHIO, CERTIFIES COLLECTION ASSESSMENTS FOR MAINTENANCE ON VARIOUS DITCHES TO THE LOGAN AND AUGLAIZE COUNTY AUDITORS.

The Boards of Auglaize County and Logan County Commissioners met in regular session on the 17th day of July, 2025 with the following members present via telephone:

David Bambauer
John N. Bergman
Douglas A. Spencer

Michael E. Yoder
Joseph A. Antram
Greg Fitzpatrick

Commissioner Antram

moved the adoption of the following:

RESOLUTION

WHEREAS, Andrew Baumer, Auglaize County Engineer, is requesting that the Joint Board of Commissioners of Auglaize and Logan County, Ohio, approve the assessments for permanent maintenance on the following ditches;

BARNES (401) **3%**
SWARTZ (462) **10%**

METZ (439) **20%;**
THRUSH (463) **20%;** and,

WHEREAS, Andrew Baumer, Auglaize County Engineer, recommends that the rates as outlined above, be certified to the Auditors of Auglaize and Logan County so that the amount of assessment for maintenance can be placed on the tax duplicate for the attached listed ditches and,

WHEREAS, the Joint Board concurs with the recommendation of the Auglaize County Engineer Andrew Baumer and hereby orders certification of same.

THEREFORE BE IT RESOLVED, that the Joint Board of County Commissioners Auglaize and Logan County, Ohio, hereby certifies to the Auglaize County Auditor and Logan County Auditor, the above listed ditches and the amount of assessment for maintenance to be placed on the 2025 tax duplicate to be collected in 2026; and,

BE IT FURTHER RESOLVED, that the Joint Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:
Adopted this 17th day of July, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

David N. Bergman, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSENT
Douglas A. Spencer

cc: Auglaize County Engineer
Auglaize & Logan County Auditors
Logan County Commissioners

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY

Michael E. Yoder, yes
Michael E. Yoder

Joseph A. Antram, yes
Joseph A. Antram

Greg Fitzpatrick, yes
Greg Fitzpatrick

IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN AUGLAIZE COUNTY AND BUCKEYE EXTERMINATING, INC. FOR THE PEST INSPECTIONS REQUIRED UNDER THE COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM FOR PROGRAM YEAR 2024.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of July, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County has applied for Federal funding for housing assistance from the State of Ohio through the Community Housing Impact and Preservation Program (CHIP); for nine (9) client families within the County; and,

WHEREAS, it is necessary for the County to enter into an agreement with a company which can complete pest inspections and treatment for the residences if necessary; and,

WHEREAS, Auglaize County and Kleinfelder, the Administrator of the County’s CHIP program, have chosen Buckeye Exterminating, Inc. to perform said inspections, which will be supervised by Kleinfelder rehabilitation specialist; and,

WHEREAS, an agreement for this pest inspection service has been presented to the Board of County Commissioners showing the term of the agreement retroactive from December 1, 2024 through February 28, 2027; the service fee is determined by the location of the inspections within the county with a total anticipated cost of \$110.00 per property inspected; and,

WHEREAS, that Board is requested to approve this agreement and execute same.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Service Agreement between Auglaize County and Buckeye Exterminating Inc. for pest inspections of properties being rehabilitated through the P.Y. 2024 CHIP program; and,

BE IT FURTHER RESOLVED that said Board does authorize the Board of Auglaize County Commissioners to execute the Service Agreement as presented.

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

Adopted this
17th day of
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~~
~~Buckeye Exterminating~~

AGREEMENT
for Pest Inspection Services between Auglaize County, Ohio,
and Buckeye Exterminating, Inc. of Ottoville, Ohio

This agreement is entered by and between **Buckeye Exterminating, Inc.** ("Consultant"), 24018 US State Route 224, Ottoville, Ohio 45876, and the **Auglaize County Board of County Commissioners**, Auglaize County, Ohio ("County"), Auglaize County Board of Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895.

Whereas Auglaize County has applied for funds for housing assistance for their respective locale from the State of Ohio through the PY2024 Community Housing Impact and Preservation (CHIP) program for the period from December 1, 2024, through February 28, 2027; and

Whereas Auglaize County will be providing private-owner rehabilitation assistance in the form of a declining/forgivable loan to income-eligible families using funds from the CHIP program; and

Whereas the State requires that all homes receiving private-owner rehabilitation assistance utilizing CHIP program funds be inspected for pests and receive treatment if needed.

Therefore, it is mutually agreed as follows:

1. Auglaize County agrees to utilize the professional services of Buckeye Exterminating, Inc. of Ottoville, Ohio, (hereinafter referred to as Pest Consultant), to assist with the Auglaize County PY2024 CHIP project.
2. That Pest Consultant shall provide the County with the following professional services:

I. Pest Inspection:

James Good and Jacob Wreede, Rehabilitation Specialists with Kleinfelder, Inc. (the County's CHIP consultant), will contact Buckeye Exterminating, Inc. with each private-owner rehabilitation participant and request an inspection of the property.

Buckeye Exterminating, Inc. will contact the CHIP participant to set up an appointment for the pest inspection.

Buckeye Exterminating, Inc. will provide the original pest report and invoice for services addressed to Auglaize County and email a copy of the same to Kleinfelder, Inc., accounts.payable@kleinfelder.com, and to bcowett@kleinfelder.com; for payment and CHIP client file.

Pest inspection services will be exempt from sales tax charges given the County's tax-exempt status.

II. Pest Treatment:

If treatment is necessary, Buckeye Exterminating, Inc. will contact the rehabilitation specialists, James Good and/or Jacob Wreede, to provide the cost of treatment and schedule/coordinate the said work at the property.

The invoice for treatment services, if there are any, will be sent to Kleinfelder, Inc. for inclusion in the project contract and payment.

III. County/ Kleinfelder, Inc. Responsibilities:

Participants receiving CHIP private-owner rehabilitation will be referred to as the Pest Consultant by Kleinfelder. The anticipated number of clients to receive pest inspection services is listed below:

Auglaize County – nine (9) client families

Auglaize County will provide through Kleinfelder, Inc. to the Pest Consultant a service fee of **\$110.00 per property inspected**. If anything, such as an insect issue or a wood-destroying insect is found the **\$110.00 inspection fee** will be deducted from the cost of treatment. It is anticipated that **nine (9) clients** will be assisted during this contract period for an anticipated cost of **\$990.00 (9 x \$990)**. Kleinfelder will make payments to the Pest Consultant upon receipt of an itemized invoice.

IV. Contract Term

That this Agreement between Buckeye Exterminating, Inc. and Auglaize County will be in effect through **February 28, 2027**.

That if the work performed by the Pest Consultant is not performed in a manner satisfactory to Auglaize County, then the County retains the right to terminate this Agreement at any time. This Agreement may also be terminated by either party for any reason with fourteen (14) days written notice. Unless the termination is the fault of the Pest Consultant, the Pest Consultant shall be compensated for all services performed prior to receipt of written notice from the County of such termination.

General Terms

V. Assignment

The Consultant shall not assign any duties or compensation received under this Agreement without the express prior written consent of the County.

VI. Modification of Agreement

Any alteration or modification of the terms or conditions of this agreement must be in writing and assigned by the parties.

VII. Nondiscrimination Clause

It is understood and agreed that, in compliance with the provisions of Chapter 125.111, the Revised Code of Ohio, the Consultant, any subcontractor, or any person acting on behalf of a contractor or subcontractor will not:

- a) Discriminate by reason of race, color, religion, sex, handicap, age, national origin, or ancestry against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.
- b) Discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, handicap, age, national origin, or ancestry.

VIII. Independent Contractor Clause

It is hereby agreed by and between the parties that the relationship between the Consultant and the County shall be that of an independent contractor and that no employer-employee or agent-principal relationship is created by this contract. The County is interested in the results achieved and the conduct and control of the work will lie solely with the Consultant.

The Consultant is not entitled to any of the benefits the County does provide its employees. It is further understood that the County does not agree to use the Consultant exclusively. Moreover, it is understood that the Consultant is free to contract for similar services to be performed for other parties while he is under contract with the County. The Consultant shall be liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and social security.

IX. Contract Employees and Subcontractors

The contractor agrees that its employees and its independent contractors/subcontractors are not and will not become employees of Auglaize County when providing the goods and performing the services that are the subject of the Agreement. The contractor also agrees that it will take all steps necessary to ensure that the persons or entities providing the goods and performing the services that are the subject of this Agreement will not do so in such a way as to be regarded as 'public employees' as defined in OAC 145-1-42.

X. Defend, Indemnify and Hold Harmless Clause

The Consultant agrees that it will defend, indemnify and hold Auglaize County, its officers, employees, agents, and assigns harmless from any liabilities, claims, or demands arising out of work performed pursuant to this contract from persons who are not a party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of the Consultant's or its officers, employees or agents. The County shall give timely notice and accord to the Consultant the right to defend and settle all such claims.

XI. Proof of Insurance

The service provider will procure and maintain at its own cost for the duration of this Agreement the following insurance:

- a) Commercial General Liability insurance policy in the amount of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- b) Business Auto Liability insurance policy in the amount of at least \$1,000,000 combined single limit, on all owned, non-owned, leased, and hired automobiles
- c) Professional Liability (errors and omissions) insurance of at least \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable.
- d) Umbrella and excess liability insurance policy with limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate, above the commercial general, professional liability, and business auto primary policies.
- e) Workers' Compensation insurance and the statutory limits required by the Ohio Revised Code.

The service provider further agrees to name the Board as an additional insured on all contracts of insurance for the duration of this Agreement. The endorsement form and the certificate of insurance shall state the following: "Auglaize County Commissioners, and its respective officials, employees, agents, and volunteers

are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies." All certificates and endorsements must be received by the Board before work pursuant to this Agreement commences.

XII. Child Support Clause

The Consultant declares that its principal officers, directors, shareholders, and/or partners are current with any court-ordered child support payments pursuant to the Auglaize County Board of Commissioners Resolution No. 112-2041.

XIII. Governing Law

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the State courts located in the State of Ohio.

XIV. Waiver

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

XV. Severability Clause

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

XVI. Entire Agreement

This Agreement, the schedules and all attachments designated on the face of the agreement as included shall constitute the entire agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral.

IN WITNESS WHERE, the parties or their duly authorized representatives have executed this agreement on the date/year indicated below.

WITNESS:



FOR THE COUNTY:






Board of County Commissioners,
Auglaize County, Ohio

WITNESS:

Pest Consultant
Buckeye Exterminating, Inc.



Matthew McConaha

General Manager

Print Name and Title

34-1828877

Federal Tax Identification Number

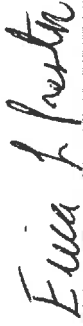
APPROVED AS TO FORM:

Benjamin R. Elder
Auglaize County Prosecuting Attorney

Date

Certification by Department Head of Estimate Due Under Agreement

I, **Erica L. Preston**, am the **Administrator of the Auglaize County Planning Commission**. The Agreement with Buckeye Exterminating, Inc. is for the benefit of Auglaize County. Pursuant to the provisions of O.R.C. Section 5705.41 (D)(3), paragraph 4, I estimate that such **\$990.00** is the total amount that will become due under this Agreement for pest control services. I hereby certify said sum to the Auglaize County Auditor for purposes of this Certificate of Availability of funds for this Agreement under O.R.C. Section 5705.41 (D)(1).



Erica L. Preston, Administrator
Auglaize County Board of Commissioners

7-17-25

Date

Certificate of Availability of Funds

I, **Linda Bice, Auditor of Auglaize County**, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in the treasury of 404.0111.540101 or is in the process of collection to the credit of the appropriate fund, fee from prior encumbrance.



Linda Bice
Auglaize County Auditor



Date

\$990.00

IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 1 WITH RUNNING G FARMS AND CONSTRUCTION FOR THE COMMERCIAL DEMOLITION LOCATED AT 100 WAPAK STREET, WAPAKONETA, OHIO, USING STATE OF OHIO, DEPARTMENT OF DEVELOPMENT, BUILDING DEMOLITION AND SITE REVITALIZATION PROGRAM AND AUTHORIZES THE PRESIDENT OF THE BOARD TO EXECUTE SAID CHANGE ORDER NO. 1.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of July, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

WHEREAS, bid award for this project was granted to Running G Farms & Construction at the cost of \$85,000.00; and,

WHEREAS, it was determined by Auglaize County that the following Change Order No. 1 is needed to be made to the contract documents, this increased the contract by a total of \$5,000.00 for the following additional adjustments:

Cut down tree along railroad tracks, flush cut stump, haul off four loads of debris, additional miscellaneous work; and,

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

WHEREAS, Running G Farms & Construction is able to accommodate this Change Order No. 1; and,

WHEREAS, Change Order No. 1 for the commercial demolition located at 100 Wapak Street, Wapakoneta, Ohio has been presented to the Board of County Commissioners for approval and authorization of the following project.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute Change Order No. 1 for the addition to the contract with Running G Farms & Construction or the commercial demolition located at 601 Logan Street, Wapakoneta, Ohio; and,

BE IT FURTHER RESOLVED that the Running G Farms & Construction contract price for said project has been increased by \$5,000.00 for a total of \$90,000.00.

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

Adopted this
17th day of
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: ☒ Property Owner
☒ Running G Farms & Construction



RUNNING G FARMS
740-646-8455
PO BOX 350
RIO GRANDE, OH 45674

Prepared For
Auglaize County Commissioners
209 S Blackhoof St. Room 201
Wapakoneta, OH 45895

Estimate Date
07/14/2025

Estimate Number
0001076

Description	Rate	Qty	Line Total
Tree Work Cut Down Tree along Railroad Tracks, Flush Cut Stump, Haul Off 4 Loads of Debris, Additional Miscellaneous Work.	\$5,000.00	1	\$5,000.00

Subtotal 5,000.00
Tax 0.00

Estimate Total (USD) \$5,000.00

David Bambauer
Signature

7/18/25
Date

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of July, 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:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
490820	750.00	AUGLAIZE COUNTY ESC
490827	1468.00	OHIO ALCOHOL MONITORING SYSTEMS, LLC
490841	533.62	FIRST NATIONAL BANK
490899	650.00	KEY TO RECOVERY SERVICES
490907	243591.88	JJ CUNNINGHAM, LLC
490923	32189.60	AUGLAIZE COUNTY TREASURER

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

Adopted this
17th day
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

Date: July 17, 2025

Subject: IN THE MATTER OF MAINTENANCE ASSESSMENTS FOR THE DUPLICATE YEAR 2025, TO BE COLLECTED IN 2026, ON VAN WERT, ALLEN, AUGLAIZE, AND MERCER COUNTY JOINT DITCHES, JENNINGS PRAIRIE, COLE & BRANCH OF COLE DITCHES, PER ORC 6137.03

The Joint Board of County Commissioners, Van Wert, Allen, Auglaize, and Mercer County, Ohio, met via telephone conference call in regular session on the 17th day of July, 2025, with the following members present:

VAN WERT COUNTY

Thad Lichtensteiger, Chairman	<u>Present</u>
Todd D. Wolfrum, Vice Chairman	<u>Present</u>
Stan D. Owens	<u>Present</u>

ALLEN COUNTY

Brian Winegardner, President	<u>Present</u>
Beth Seibert	<u>Absent</u>
Cory Noonan	<u>Present</u>

AUGLAIZE COUNTY

David Bambauer, President	<u>Present</u>
John N. Bergman	<u>Present</u>
Douglas A. Spencer	<u>Absent</u>

MERCER COUNTY

David Buschur, President	<u>Present</u>
Rick Muhlenkamp	<u>Present</u>
Brian Miller	<u>Absent</u>

MS. Owens moved the adoption of the following **RESOLUTION**:

WHEREAS, Kyle Wendel, Engineer, and Mike Motycka, Drainage Technician, Van Wert County Engineer's Office, have reported that Van Wert, Allen, Auglaize, and Mercer County Joint Ditches, Jennings Prairie, Cole, and Branch of Cole, are in good working order, as detailed in attachments, and there is no need to collect maintenance assessments for the duplicate year 2025, to be collected in 2026; therefore, be it

RESOLVED, by the Joint Board of County Commissioners of Van Wert, Allen, Auglaize, and Mercer Counties, that the Auditors of Van Wert, Allen, Auglaize, and Mercer Counties are hereby ordered and directed not to collect maintenance assessments for the duplicate year 2025, to be collected in 2026, on Van Wert, Allen, Auglaize, and Mercer County Joint Ditches, Jennings Prairie, Cole, and Branch of Cole; and be it further

RESOLVED, that it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

MS. Wolfrum seconded the motion. The roll was called upon its adoption, and the vote resulted as follows:

Mr. Wolfrum seconded the motion. The roll was called upon its adoption, and the vote resulted as follows:

VAN WERT COUNTY

Thad Lichtensteiger

Yea

Todd D. Wolfrum

[illegible]

Stan D. Owens

John D. Swann, Yea

ALLEN COUNTY

Brian Winegardner

_____ , yea

Beth Seibert

Absent, Absent

Cory Noonan

Yea _____,

AUGLAIZE COUNTY

David Bambauer

David Bonbauer

John N. Bergman

John N Bengtson, Yea

Douglas A. Spencer

Absent, Absent

MERCER COUNTY

David Buschur

Big Bear, Yea

Rick Muhlenkamp

_____ , Yea

Brian Miller

Absent _____, Absent _____

Attest:

Amabel Leitch

Ryanne Bollenbacher, Clerk
Board of Van Wert County Commissioners

c: Brittany Woods, Clerk, Board of Allen County Commissioners
 Esther Leffel, Clerk, Board of Auglaize County Commissioners
 Kim Everman, Administrator/Clerk, Board of Mercer County Commissioners
 Jami Bradford, Van Wert County Auditor
 Nancy Dixon, Deputy Auditor, Van Wert County Auditor's Office
 Sara Lape, Administrative Assistant, Van Wert County Commissioners' Office
 Jeff McIntosh, Van Wert County Treasurer
 Kyle Wendel, Van Wert County Engineer
 Kory Thatcher, Deputy Engineer, Van Wert County Engineer's Office
 Mike Motyka, Drainage Technician, Van Wert County Engineer's Office
 File/Ditches/Joint Ditches with Allen, Auglaize, and Mercer Counties/
 Jennings Prairie, Cole & Branch of Cole