

**IN THE MATTER OF AUTHORIZING THE PURCHASE 2014 FORD F350 MODEL X3D TRUCK FOR THE AUGLAIZE COUNTY EMERGENCY MANAGEMENT AGENCY THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOP PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Troy Anderson, Director of EMA submitted correspondence to the Board of County Commissioners stating that he requests permission to purchase the following item 2014 Ford F350 model X3D truck with base price of \$27,082.00 with color of vermilion red.

Add set of keys	\$ 85.00
Add cloth seat covering	\$ 99.00
Add tow hitch & brake controller	\$196.00
Add all terrain tires	\$124.00
Add trailer tow mirrors	\$124.00
Add step rails/running boards	\$279.00
Add snow plow prep package	\$100.00
Deduct single rear wheel (SRW)	(\$899.00)
Add delivery charge	\$ 50.00

Net price of \$27,240.00; and,

**WHEREAS**, through the Ohio Department of Administrative Services Coop program in accordance with ORC 125.04 and the Board's Resolution #13-238, and in accordance with ORC section 307.86.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize Director of EMA, Troy Anderson, to proceed with the purchase for the 2014 Ford F350 model X3D truck being made through the ODAS Co-op Purchasing Program with the funds being used out of the County-wide Emergency Management Cooperative Fund – Equipment Fund 090.0090.530400.

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

Adopted this  
13th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

✓cc: EMA – Troy Anderson

County Commissioners Office  
Auglaize County, Ohio  
March 13, 2014

No. 14-146

**IN THE MATTER OF AUTHORIZING THE RENEWAL OF A CONTRACT WITH LIGHTGOV, LLC FOR THE PURPOSE OF SELLING NO LONGER NEEDED PROPERTY OF AUGLAIZE COUNTY; RATIFYING THE EXECUTION OF SAID CONTRACT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS** the Board of County Commissioners has maintained a contract with LightGov LLC for the past nine years for an internet online government auction system; and,

**WHEREAS**, a method of disposing of unwanted or unusable County surplus items has been very advantageous to Auglaize County; and,

**WHEREAS**, a two (2) year renewal contract has been submitted to the Board of County Commissioners by LightGov, LLC which outlines the procedure for online Surplus Auctions and Procurement Auctions at a cost of six percent (6%) commission on surplus sales revenue and 1.5% of procurement auctions; and,

**WHEREAS**, the Board finds this renewal contract to be satisfactory and acceptable.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County, Ohio does hereby authorize the contract with LightGov.LLC at the specifications so given in the contract; same to be attached; and,

**BE IT FURTHER RESOLVED** that the Board does ratify the execution of said contract.

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

Adopted this  
13th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . yes  
Douglas A. Spencer

Don Regula . yes  
Don Regula

✓cc: LightGov.LLC

# **LIGHTGOV, LLC CONTRACT**

This contract is entered into on 3-13, 2014 between Auglaize County ("Client") and LightGov, LLC. ("LightGov"), with an office at 839 Southwestern Run, Youngstown, OH 44514

## **I. TERM**

This contract will be effective as of the date first above written and shall expire two (2) years from the effective date of the contract unless otherwise terminated or extended by formal amendment.

## **II. SCOPE OF SERVICE**

Subject to terms and conditions set forth in this contract and the attached exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), LightGov agrees to perform the (Consulting, Online Surplus Property Network and eProcurement/Reverse Auction) services as described in Attachments A and B.

## **III. PAYMENT**

No fee for the use of the Online Surplus Property Network and eProcurement System further described in Attachment A.

Client will pay LightGov a commission of 6.0% of surplus sales revenue and 1.5% of procurement auctions as notice in Attachment B.

Payment Terms and Conditions are further described in Attachment B.

## **IV. DUPLICATE BILLING**

LightGov warrants that claims made to Client for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by LightGov to other sources of public funds for the same service.

## **V. AVAILABILITY AND RETENTION OF RECORDS**

All records relating to the service provided and supporting documentation for invoices submitted to Client by LightGov shall be retained and made available by LightGov for audit by, the State of Ohio (including, but not limited to, ODHS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is

initiated during this time period, LightGov shall retain such records until the audit is concluded and all issues resolved.

## **VI. CONFLICT OF INTEREST**

This contract in no way precludes, prevents, or restricts LightGov from obtaining and working under an additional contractual arrangement(s) with other parties aside from, assuming that the contractual work in no way impedes LightGov's ability to perform the services required under this contract. LightGov warrants that at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this contract.

LightGov further agrees that there is no financial interest involved on the part of any officers or employees of the Client involved in the development of the specifications or the negotiation of this contract. LightGov has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when an employee will gain financially or receive personal favors as a result of the signing or implementation of this contract.

LightGov will report the discovery of any potential conflict of interest to Client. Should a conflict of interest be discovered during the term of this contract, Client may exercise any right under the contract including termination of the contract.

## **VII. ASSIGNMENTS**

The parties expressly agree that this contract shall not be assigned by LightGov without the prior written approval of Client. LightGov may not subcontract any of the services agreed to in this Contract without Client's express written consent. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. LightGov is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

## **VIII. GOVERNING LAW**

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

## **IX. INTEGRATION AND MODIFICATION**

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract. Also, this contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this contract.

## **X. SEVERABILITY**

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

## **XI. TERMINATION**

Client may terminate this Contract 60 days prior to the anniversary date of the Contract for the subsequent year(s) remaining on the Contract.

If Client terminates this Contract it shall not be responsible for any payment for services not performed.

## **XII. COMPLIANCE**

LightGov certifies that LightGov and all subcontractors who provide direct or indirect services under this contract will comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder. LightGov accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by LightGov's full time employees.

## **XIII. NON-DISCRIMINATION**

LightGov certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this contract, LightGov will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. LightGov will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action

shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. LightGov agrees to post in conspicuous places, available to employees and applicants for employment, notices stating LightGov complies with all applicable federal and state non-discrimination laws.

LightGov, or any person claiming through LightGov, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said LightGov.

#### **XIV. INDEMNIFICATION**

LightGov agrees to protect, defend, indemnify and hold Client and its officers, employees, agents free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of LightGov, negligent or otherwise, and its employees officers, agents, or independent contractors.

#### **XV. RELATIONSHIP**

Nothing in this contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with LightGov. LightGov shall at all time have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on or its officers.

#### **XVI. DISCLOSURE**

LightGov hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said LightGov has with a Township employee, a Township employee's business, or any business relationship or financial interest that a Township employee has with LightGov or in LightGov's business.

#### **XVII. INSURANCE**

LightGov agrees to maintain at all times during the life of this contract liability and worker's compensation insurance with a responsible company licensed to do business in the state of Ohio.

#### **XVIII. CONFIDENTIALITY**

LightGov agrees to comply with all federal and state laws applicable to consumers of the State of Ohio concerning the confidentiality of consumers.

LightGov understands that any access to the identities of any Client consumers shall only be as necessary for the purpose of performing its responsibilities under this contract. LightGov agrees that the use or disclosure of information concerning Client consumers for any purpose not directly related to the administration of this contract is prohibited.

#### **XIX. AUDIT RESPONSIBILITY**

LightGov agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

LightGov agrees to repay Client the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. LightGov recognizes and agrees Client may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

#### **XX. WARRANTY**

LightGov warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

LightGov creates no warranties expressed or implied for itself or the Client from the posting and sale of surplus property. All property is sold "As Is" with the buyer responsible for any pick-up or delivery.

#### **XXI. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state, or local funds, which are appropriated or allocated for payment of this contract. If funds are not allocated and available for the continuance of the function performed by LightGov hereunder, the products or services directly involved in the performance of that function may be terminated by Client at the end of the period for which funds are available. Client will notify LightGov at the earliest possible time of any products or services, which will or may be affected by a shortage of funds. No penalty shall accrue to Client in the event this provision is exercised, and shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

#### **XXII. FORCE MAJEURE**

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that LightGov shall only be

entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect property or employees which are necessary to LightGov's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint or government and people; civil disturbances; and explosions.

LightGov shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents LightGov from carrying out its obligations contained herein.

### **XXIII. LEGAL ACTION**

Any legal action brought pursuant to the Contract will be filed in the courts located in jurisdiction of Client and Ohio law will apply.

### **XXIV. CHILD SUPPORT ENFORCEMENT**

LightGov agrees to cooperate with, ODHS and any other Child Support Enforcement Agency in ensuring that LightGov's employees meet child support obligations established under state law. Further, by executing this contract, LightGov certifies present and future compliance with any order for the withholding of support, which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

### **XXV. PUBLIC RECORDS**

This Contract is a matter of public record under the laws of the State of Ohio. LightGov agrees to make copies of this contract promptly available to any requesting party.

### **XXVI. DRUG-FREE WORKPLACE**

LightGov certifies and affirms that LightGov will comply with all applicable state and federal laws regarding a drug-free workplace. LightGov will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

### **XXVII. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code,

LightGov agrees to not discriminate in hiring and promoting against applicants for and participants in the Ohio Works Program. LightGov also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party, which will be providing services, whether directly or indirectly, to consumers.

## **XXVIII. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

Although information about and generated under this contract may fall within the public domain, LightGov will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from Client, unless LightGov is required to release requested information by law. Client reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of LightGov's performance under the Contract. Except where approval has been granted in advance, LightGov will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents may provide to LightGov to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities. If contacted by the media about this Contract, LightGov agrees to notify the Client in lieu of responding immediately to media queries. Nothing in this section is meant to restrict LightGov from using Contract information and results to market to specific clients or prospects.

## **XXIX. AMENDMENTS**

All amendments shall be in writing and executed by both parties. All amendments and changes shall be dated and become part of the original Contract.

## **XXX. WAIVER**

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

## Attachment A

# LightGov Implementation & Technology Services

## Implementation Services

### Implement LightGov Technology Solution

LightGov will provide Client with the necessary legislative language to implement Online Surplus Property Network and eProcurement System.

LightGov will implement its Surplus Property Network and eProcurement System for Client and provide the training to employees of Client necessary to use the system. This will be a one-day training session to teach the designated employees.

LightGov will provide implementation services necessary to integrate the eProcurement functionality more fully described herein. Client will provide the necessary graphics to be used with the LightGov system in order to provide a seamless link from the Client homepage to the system.

LightGov's eGovernment Solutions can be accessed from any computer that has Internet connection with a browser.

## LightGov Technology Services

**1. Online Surplus Property Network:** LightGov will provide Client with use of its Online Surplus Property Network to list surplus property in classified ads and online auctions for two (2) years. Historical data must be archived and available either by CD-rom or system access at all times.

- **Receive On-line Help**  
Access built in tutorials and step-by-step instructions on each page. Use global "help" button to review help table of contents.
- **Record Keeping**  
Sales analysis, full record kept of all bids, bidders, and the winning bids for auctions.
- **Client Registration**

Separate Departments within Client organization will have the ability to access the system. This allows various departments to include detailed information about surplus property that is posted.

- **Citizen Registration and Bidding**

Citizens must register in order to bid for surplus property.

There is NO cost or fee to place bids online.

Citizens can view notes and attachments such as specifications, drawings, spreadsheets, or documents.

- **Open Auctions**

Create new auctions.

Place bids online.

Compare bids and award bids.

Include notes and attachments such as specifications, drawings, spreadsheets, or documents.

View real-time auction status information.

- **Online Sealed Bid Auctions**

Client may only view the sealed bids at the date and time set for opening. Client selects the winning sealed bid and the bidder is notified electronically that the bid has been awarded.

- **Online Classified Advertisements**

Client may place items in online classified advertisements in order to sell unique items. Classified advertisements may be used to fulfill public notice requirements prior to donating such property to nonprofit organizations.

- **Payments**

Select flexible payment methods.

Client may also specify that buyers simply pay for the property by appearing at the Township offices with the payment in the form of certified funds.

- **Individual Listings for Property**

Citizens may retrieve information about each surplus property item that Client has for sale. Citizens may download specification sheets and maintenance information concerning a surplus property item. Citizens may view multiple photographs with respect to a specific item.

**2. eProcurement System:**

LightGov will provide Client use of its eProcurement/Reverse Auction system to send electronic RFP/RFQ, hold reverse auctions to procure goods and services, and notify vendors of upcoming RFP/RFQ for a period of two (2) years.

▪ **Receive On-line Help**

Access online help and step-by-step instructions on each page. Use global "help" button to review help table of contents.

▪ **Record Keeping**

Sales analysis, full record kept of all bids, bidders, and the winning bids for all auctions.

Vendors may be emailed a record of bidders and the amounts bid, after City of Youngstown selects its winning bidder.

▪ **Online Sealed Bid Auctions**

Client may only view the sealed bids at the date and time set for opening.

Client selects the winning sealed bid and the bidder is notified electronically that the bid has been awarded.

▪ **Online RFPs**

Client may allow vendors to download RFPs and allow vendors to submit their sealed bids via traditional methods. e.g., mailing a sealed bid via the U.S. Postal Service.

**3. Training and LightGov Technical Assistance:**

LightGov will provide unlimited phone and Internet assistance on an "AS Needed" basis. Telephone assistance is to be available from 8:30 A.M. EST until 5:00 P.M. EST Monday thru Friday except legal holidays.

## Attachment B

### **Terms and Conditions**

1. No fee for two (2) years for the use of the LightGov Surplus Property and eProcurement Systems.
2. Client will pay LightGov a commission of 6% of all surplus sales revenue and 1.5% of procurement auctions, payable within 30 days of each sale of surplus items or lots. No fee is payable for zero cost transfers of items or lots to other Client departments, government entities, or charities.
3. Client can terminate this Contract by providing written notice sixty (60) days prior to the payment anniversary date of each year of the Contract.
4. Client can renew this Contract for terms and conditions agreed upon between the two parties.

**XXXI. SIGNATURES**

LightGov hereby acknowledges that the original copy of this Contract must be signed and returned by LightGov within 14 days of receipt of said Contract for signature or this Contract may be canceled and voided.

The terms of this Contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

In witness whereof, the parties have hereunto set their hands on this 13<sup>th</sup> day of March, 2014.

**LightGov Authorized Representative:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Auglaize County:**

By: John N Bergman

Title: Commissioner

By: Dayle A Jones

Title: Commissioner

By: Don Reynolds

Title: Commissioner

**IN THE MATTER OF CERTIFYING DELINQUENT SEWER BILLS TO THE COUNTY AUDITOR FOR  
PLACEMENT ON THE PROPER REAL ESTATE TAX DUPLICATES; RATIFYING THE EXECUTION OF  
SEWER DELINQUENCIES LISTING AS SUBMITTED BY THE SANITARY ENGINEER'S DEPT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Sanitary Engineer's Secretary, Ronette Kill, informed the Board of County Commissioners that county property owners using county owned sewage treatment plants, have delinquent charges on their quarterly sewer bills; and,

**WHEREAS**, the County Prosecuting Attorney Ed Pierce advised the Board that it is necessary for said Board to certify these delinquent charges to the County Auditor for placement on the proper real estate tax duplicates for collection; and,

**WHEREAS**, a list showing these delinquencies was presented to the Board by the Auglaize County Sanitary Dept., along with a request for the delinquencies to be certified to the County Auditor for placement on real estate tax duplicates.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby ratify the execution of the Sewer Delinquencies assessments list by the President of the Board of County Commissioners, John N. Bergman; and,

**BE IT FURTHER RESOLVED** that this sewer delinquencies assessments list is hereby certified to the County Auditor for placement of said delinquencies on the proper real estate tax duplicates for collection.

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

Adopted this  
13th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman yes  
John N. Bergman

Douglas A. Spence yes  
Douglas A. Spence

Don Regula yes  
Don Regula

attachment

cc: County Sanitary Engineer  
/ County Auditor

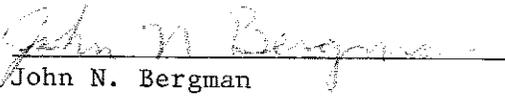
In Accordance with Section 6117.02 of the Ohio Revised Code

Date: March 10, 2014  
 Township/  
 Municipality - Auglaize

For Tax Year: 2013

Signature of Official:

Assessment Name – Sewer Delinquencies

  
 John N. Bergman

Ordinance # 14-147

Title : BOCC President

NAME	PARCEL I.D.	AMOUNT
Hicks, Scott	L33-183-002-00	Arrowhead \$291.06
Jenkins, Chris	G22-253-006-00	Beverly Hills \$157.08
Brewster, James	K31-063-036-00	Grand Lake \$236.10
Gruss, Keith	K31-019-013-00	Grand Lake \$236.10
Hawkey, Ronald	K31-171-035-00	Grand Lake \$236.10
Knutzen, Earl	K31-171-007-00	Grand Lake \$236.10
Kuenning, Tim	K31-063-026-00	Grand Lake \$236.10
McKee, June	K31-017-007-00	Grand Lake \$229.17
Plattner, Raymon	K31-191-005-00	Grand Lake \$236.10
Townsend, Larry	K31-171-022-00	Grand Lake \$404.78
Corrigan, Ronald	K31-045-005-00	Sandy Beach \$318.58
Goodwin, William	K31-006-013-00	Sandy Beach \$203.68
Sipes, June	K31-043-003-00	Sandy Beach \$203.68
Silfen, Janet	K31-047-014-00	Sandy Beach \$321.04
Zeigler, Martha	K31-055-009-00	Sandy Beach \$203.68

**IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE CDBG F.Y. 2013 ALLOCATION/NEIGHBORHOOD REVITALIZATION GRANT PROJECT: "VILLAGE OF WAYNESFIELD PUBLIC FACILITIES AND STREET IMPROVEMENTS USING FUNDING THROUGH THE FY'13 CDBG ALLOCATION PROGRAM AND FY'13 NEIGHBORHOOD REVITALIZATION GRANT PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners allocated \$20,000 from the F.Y. 2013 Community Development Block Grant (CDBG) Allocation Program funds and partially funded through the F.Y. 2013 Neighborhood Revitalization Grant for the Village of Waynesfield's North Westminster Street Improvement Project; and,

**WHEREAS**, specifications have been prepared for the Village of Waynesfield's North Westminster Street Improvement Project with an estimated cost of \$825,000.00; and,

**WHEREAS**, it is necessary, at this time, to set date and time to receive bids for the said above mentioned project.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby set March 27, 2014 at 11:00 a.m. as the date and time at which to receive and open bids in the office of the Commissioners for the Village of Waynesfield's North Westminster Street Improvement Project, a F.Y. '13 CDBG Allocation Program and F.Y. 2013 Neighborhood Revitalization Grant funded project.

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

Adopted this  
13th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

- ✓ cc: Poggemeyer Design Group – CDBG Consultant
- ✓ Access Engineering – Craig Mescher
- ✓ Village of Waynesfield

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

Phone: 419-739-6710

Fax: 419-739-6711

March 13, 2014

TO: Wapakoneta Daily News

FROM: Board of County Commissioners, Auglaize County, Ohio

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

Please publish, in the Legal Section of The Wapakoneta Daily News and the Evening Leader, the following Legal Notice on **Thursday, March 13, 2014**.

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

Thank you.

Esther Leffel  
BOCC Clerk

## DOCUMENT 00020 – NOTICE TO BIDDERS

The Auglaize County Commissioners, acting for the Village of Waynesfield, will receive sealed bids for the construction of the North Westminster Street Improvements project located within the Village of Waynesfield, Ohio.

Bids will be received at Room 201, 209 South Blackhoof Street, Wapakoneta, Ohio 45895, until 11:00 a.m. (local time), March 27, 2014, at which time and place bids will be opened publicly and read aloud. Bids received after 11:00 a.m. (local time) will be returned unopened.

Bids will be received on a unit price basis as outlined in the bid documents:

The project includes curb and gutter replacement, new storm sewers, water lines, catch basins, sidewalks, full-depth pavement reconstruction, grinding and miscellaneous improvements.

Bids must be signed and submitted on the separate bidding forms included in the Bidding Documents, sealed in the provided envelope, and shall be accompanied by either a Bid Guaranty Bond in the amount of 100% of the Bid amount or by a certified check, cashier's check, or letter of credit on a solvent bank in the amount of not less than 10% of the amount of the Bid, subject to conditions provided in the Instructions to Bidders. Bid security, furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. The successful Bidder will be required to furnish a satisfactory Performance Bond in the amount of 100% of the Bid.

All contractors and sub-contractors involved with the project will, to the extent practicable, use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Davis-Bacon prevailing wage rates, encouragement of Disadvantaged Business Enterprises (DBE) utilization, various insurance requirements and various equal employment opportunity provisions.

The Bidding Documents, which include Drawings and Specifications, may be examined and obtained at the office of the Access Engineering Solutions., 1200 Irmischer Blvd., Celina, OH 45822. Bidders may obtain copies of the documents for \$70.00 for each complete set of documents. Non-refundable checks are to be payable to Access Engineering Solutions.

The Owner reserves the right to reject each and every bid and to waive informalities, irregularities and errors in the bidding to the extent permitted by law.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

This notice is posted on the Auglaize County website at [www.auglaizecounty.org](http://www.auglaizecounty.org) and may be viewed by clicking on legal notices.

Advertise: March 13, 2014

END OF NOTICE TO BIDDERS

**IN THE MATTER OF ACCEPTING A PETITION FOR VACATION OF A PORTION OF THE WALNUT STREET RIGHT-OF-WAY AND VACATION OF A PORTION OF THE VAN BUREN STREET RIGHT-OF-WAY AS FILED BY THE PUSHETA TOWNSHIP TRUSTEES; SETTING DATE AND TIME FOR PUBLIC HEARING PURSUANT TO O.R.C. SECTION 5553.045.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, a Resolution, dated March 4, 2014, of the Pusheta Township Trustees was filed with the Board of County Commissioners, pursuant to Ohio Revised Code, Section 5553.045, petitioning the Auglaize County Commissioners to vacate a portion of Walnut Street and a portion of Van Buren Street are no longer necessary for road purposes; and,

**WHEREAS**, following is the description of the right-of-way portion of Walnut Street and a portion of Van Buren Street in Pusheta Township petitioned to be vacated:

Vacation #1: to vacate a portion of the Walnut Street right-of-way in the Village of Fryburg, Ohio, from an existing 49.50 foot right-of-way width to a proposed 32 foot right-of-way width as follows: 17.50 feet off of the entire west side of Walnut Street from Sidney Street to Main Street, and 17.50 feet off the entire east side of Walnut Street from Main Street to Sycamore Street; and,

Vacation #2: to vacate a portion of the Van Buren Street right-of-way in the Village of Fryburg, Ohio, from an existing 60 foot right-of-way width to a proposed 50 foot right-of-way width as follows: 5 feet off of the entire west side of Van Buren Street from Sidney Street to Sycamore Street, and 5 feet off the entire east side of Van Buren Street from Sidney Street to Sycamore Street; and,

**WHEREAS**, in accordance with the Ohio Revised Code, Section 5553.045(C), the Board of County Commissioners does accept the petition for the vacation as stated above and sets the date and time to conduct a **public hearing on April 8, 2014 at 4:00 p.m.** which will be held in the Pusheta Township House, 15836 Sidney Street, Fryburg, Ohio.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does this day accept the above mentioned petition resolution of the Pusheta Township Trustees:

Vacation #1: to vacate portion of the Walnut Street right-of-way in the Village of Fryburg, Ohio, from an existing 49.50 foot right-of-way width to a proposed 32 foot right-of-way width as follows: 17.50 feet off of the entire west side of Walnut Street from Sidney Street to Main Street, and 17.50 feet off the entire east side of Walnut Street from Main Street to Sycamore Street; and,

Vacation #2: to vacate a portion of the Van Buren Street right-of-way in the Village of Fryburg, Ohio, from an existing 60 foot right-of-way width to a proposed 50 foot right-of-way width as follows: 5 feet off of the entire west side of Van Buren Street from Sidney Street to Sycamore Street, and 5 feet off the entire east side of Van Buren Street from Sidney Street to Sycamore Street; and, does officially set **April 8, 2014 at 4:00 p.m.** as the date and time for a public hearing on said vacation.

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

Adopted this  
13th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes  
John N. Bergman  
Douglas A. Spencer . yes  
Douglas A. Spencer  
Don Regula . yes  
Don Regula

- ✓ cc: Pusheta Township Trustees - %Jeffrey Zwiebel, Clerk
- ✓ County Engineer
- ✓ County Auditor
- ✓ County Prosecuting Attorney

**IN THE MATTER OF APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN AUGLAIZE ACRES AND GARMANN/MILLER & ASSOCIATES, INC FOR LIMITED PROFESSIONAL SERVICES FOR THE DIESEL TANK MOVE AND GENERATOR REPLACEMENT PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize Acres Administrator Kim Sudhoff informed the Board of County Commissioners that an agreement has been supplied by Garmann/Miller & Associates, Inc. to Auglaize Acres will prepare bid documents for these two options, obtain plan approval permits, administer the bidding process, evaluate bids, provide recommendations and construction administration; and,

**WHEREAS**, the compensation shall be a stipulated sum of \$6,500.00 plus reimbursable expenses of \$4,000.00 include printing fees, advertising costs and permit fees; and,

**WHEREAS**, Administrator Sudhoff recommended to the Board that this agreement be authorized for said limited professional services.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the agreement between Auglaize Acres and Garmann/Miller & Associates, Inc. for professional services so mentioned above; and,

**BE IT FURTHER RESOLVED** that the Board authorizes President of the Board to execute said agreement.

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

Adopted this  
13th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . yes  
Douglas A. Spencer

Don Regula . yes  
Don Regula

cc: Auglaize Acres – Connie Pierce  
Garmann/Miller & Associates, Inc.