

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

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

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

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: \$ 5,827.67
To: 006-0400-400101 – Public Assistance

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

Adopted this 2nd day
of March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

David Bambauer yes
David Bambauer

cc: County Auditor
Jobs & Family Services

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A CONTRACT WITH KLEINFELDER FOR THE ADMINISTRATIVE SERVICES FOR THE PY 2023 CDBG ALLOCATION PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners wishes to contract with Kleinfelder for the provision of administrative services for the PY 2023 Community Development Block Grant (CDBG) Allocation Program; and,

WHEREAS, the fees for the CDBG Allocation administration basic services are not to exceed a lump sum of \$37,500.00 and are broken down as follows:

- Grant Application - Not to exceed \$10,000.00
- Environmental Review Record - Not to exceed \$ 8,000.00
- Technical Assistance - Not to exceed \$11,500.00
- Fair Housing - Not to exceed \$ 8,000.00;

and,

WHEREAS, Kleinfelder 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 administrative services of Kleinfelder for assistance in the application for PY 2023 CDBG Allocation Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, John N. Bergman, to execute 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
2nd day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

David Bambauer yes
David Bambauer

cc: Kleinfelder
CDBG Allocation file

CLIENT PROFESSIONAL SERVICES AGREEMENT
PY2023 COMMUNITY DEVELOPMENT ALLOCATION PROGRAM
ADMINISTRATIVE CONTRACT
AUGLAIZE COUNTY, OHIO
MW232446.001P / 20234685.001A

This Agreement is made on: _____, 2023.

Between Auglaize County, Ohio with offices at 209 South Blackhoof Street, Room 201,
Wapakoneta, Ohio 45895 (**Client**)

And Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, Ohio 43402
(**Kleinfelder**).

Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
 - (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Kleinfelder's Proposal, dated January 20, 2023, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
 - (c) third, this Agreement;
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

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

3. STANDARD OF CARE

- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. KLEINFELDER'S RESPONSIBILITIES

- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
- (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean, and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than October 31, 2025, unless earlier terminated by either party or extended by the parties' mutual written agreement.
- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

- 6.1 Kleinfelder will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
- Client will pay a **lump sum** of \$. Kleinfelder will invoice monthly on a percentage completed basis.
- Client will pay on a **time and material basis not to exceed** the sum of **\$37,500**. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Kleinfelder will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by Kleinfelder under clause 12.1.

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions of Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Kleinfelder's compensation.
- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work

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

(b)

all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;

(c)

reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

(d)

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

10.4 Notwithstanding any of the foregoing, Kleinfelder acknowledges that Instruments of Service prepared by Kleinfelder hereunder may, in whole or in part, constitute public records. As such, Kleinfelder agrees that it shall retain such Instruments of Service in accordance with the client's applicable retention schedules, and further, shall honor in a timely manner all public records requests pertaining to non-exempt public records.

11. CLIENT'S RESPONSIBILITIES

11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and

11.2 Client will ensure the cooperation of Client's employees, contractors, and consultants with Kleinfelder.

11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors, and consultants.

11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody, or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

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

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

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

13. LIMITATION OF LIABILITY

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

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

13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subcontractants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

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

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

15.1 Client agrees:

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

16. SITE ACCESS

16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

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

18. DISPUTE RESOLUTION

18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.

18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.

18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.

18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.

18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.

19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.

19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.

19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.

- 19.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

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

CLIENT: AUGLAIZE COUNTY, OHIO

KLEINFELDER:

By: John N Bergman

Printed Name: John N. Bergman

Title: President, Board of Commissioners

By: Lauren O. Falcone

Printed Name: Lauren O. Falcone, AICP

Title: Department Manager

ATTACHMENTS: Appendix A, Kleinfelder Proposal
Exhibit A, Summary Proposal of Services
Exhibit B, Fee Schedule
Exhibit C, Certificate of Owner's Attorney and Availability of Funds

**EXHIBIT A
PROPOSAL OF SERVICES**

Basic services provided under this contract per scope delineated in RFQ/RFP will consist of:

- Grant Application / CDIS Planning
- Environmental Review Record
- Fair Housing Program
- Technical Assistance/Administration
- Competitive Grants (e.g., Downtown Revitalization; Neighborhood Revitalization; Critical Infrastructure; and any/other CDBG Competitive Grants (such as RPIG, ToO, ED, etc.)) are yet to be determined (TBD); and if grant funding is pursued, additional separate contracts will be required for these competitive grant programs).

**EXHIBIT B
FEE SCHEDULE**

I. Fee: A time and material not to exceed fee in the amount of **\$37,500** based on the following estimated distribution of compensation:

1	Grant Application / CDIS Planning (NTE)	\$10,000
2	Environmental Review Record (NTE)	\$8,000
3	Fair Housing Program (NTE)	\$8,000
4	Technical Assistance/Administration (NTE)	\$11,500
5	Competitive Grants – To Be Determined (TBD)	TBD
	TOTAL	\$37,500

- These hourly rates shall be adjusted annually each year through the course of the contract.

EXHIBIT C

CERTIFICATE OF OWNER'S ATTORNEY AND AVAILABILITY OF FUNDS

1. CERTIFICATE OF OWNER'S ATTORNEY

I, _____ the undersigned, duly authorized and acting legal representative of the Auglaize County, Ohio, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____ Seal: _____

Signed: _____

Title: _____

2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, Linda Price, Fiscal Officer of the Auglaize County, Ohio, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of Auglaize County, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 2-27-2023 Seal: _____

Signed: Linda Price

Title: Fiscal Officer

**IN THE MATTER OF RECOGNIZING THE MONTH OF MARCH AS DEVELOPMENTAL
DISABILITIES AWARENESS MONTH WITHIN AUGLAIZE COUNTY.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd
day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS the mission of the Auglaize County Board of DD, in its 70th year of service, is ensure individuals with developmental disabilities have access to quality supports, providing them opportunities to live, learn, work and play in their community; and,

WHEREAS the nearly 400 children and adults with developmental disabilities served by the Auglaize County Board of Developmental Disabilities, their families, friends, neighbors, and co-workers encourage everyone to focus on the abilities of all people; and,

WHEREAS the most effective way to increase this awareness is through everyone's active participation in community activities and the openness to learn and acknowledge each individual's contribution; and,

WHEREAS policies must be developed, attitudes shaped, and opportunities offered that allow people with developmental disabilities to live as independently and productively as possible in their community; and,

WHEREAS we encourage all citizens to foster and support such opportunities that include full access to education, housing, employment, and recreational activities; and,

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby recognize the month of March 2023 as

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

and offer full support to efforts that assist people with disabilities to be empowered to live their best lives; and we urge all citizens to join in this celebration of inclusion and achievement by spreading awareness of the many contributions offered by people with developmental disabilities in our communities.

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

Adopted this
2nd day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

/cc: Board of DD

IN THE MATTER OF RATIFYING THE PROMOTION OF AMY BODELL AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 2nd of March, 2023.

Commissioner Bambauer moved the adoption of the following

RESOLUTION

WHEREAS, Julie Gossard, Director of the Auglaize County Department of Job & Family Services, informed the Board that the Case Manager / Investigator Supervisor I position has been posted and interviews conducted. She recommends Amy Bodell to be promoted to fill the position effective March 30, 2023 with her hourly rate of pay being \$26.50; and,

WHEREAS, the Board was requested to authorize the following promotion for stated position as follows:

- **Amy Bodell is to be promoted to Case Manager / Investigator Supervisor I position, effective March 30, 2023 at an hourly rate of pay of \$26.50.**

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the promotion of the employee at the Auglaize County Department of Job and Family Services as so requested in accordance with the specifications as mentioned above.

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

Adopted this
2nd day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: Auglaize County Department
of Job & Family Services
✓ Auditor
Amy Bodell

IN THE MATTER OF APPROVING THE 2023 BRIDGE REPLACEMENT/REHABILITATION PROGRAM AS PRESENTED BY THE COUNTY ENGINEER ANDREW BAUMER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer, Andrew Baumer presented the 2023 county bridge replacement/rehabilitation program to the Board of County Commissioners with the following bridges listed for upgrading:

CONTRACT BRIDGE REHABILITATION
MOU-33A-11.76 Plank Pike Rd East of Fox Ranch Road \$222,740.00

COUNTY MANUFACTURED CONCRETE BRIDGE BEAMS
CLA-207-11.76 Geyer Rd North of Gutman Road \$ 68,338.05
LOG-206A-06.17 Kossuth Loop North of S.R. 197 \$ 60,257.35

COUNTY MANUFACTURED 3-SIDED BOXES
MOU-160-06.05 Glynwood Road East of Townline-Kossuth Rd. \$ 36,903.19
DUC-166-16.35 Blackhoof Creek Rd East of S.R. 67 \$ 59,703.19

COUNTY MANUFACTURED LARGE CULVET 3-SIDED BOXES
WAS-116-09.40 Burr Oak East of Bay road \$ 68,603.19
PUS-110-13.41 Fryburg Drive East of Hardin Pike \$ 63,843.45
PUS-181-10.19 Winemiller Rd North of Santa Fe-New Knoxville \$ 63,761.35
WAY-200-25.71 Allen-Union-Wayne Rd East of S.R. 196 \$ 53,939.17

BRIDGE REHABILITATION AND WATERPROOFING
CLA-110-18.81 Fryburg East Rd West of Ashburn Road \$ 18,909.65
WAS-81-11.74 Glynwood-New Knoxville Rd South of Cloverleaf \$ 19,529.42
WAS-90-07.55 Southland Road Est of State Route 29 \$ 15,909.65
DUC-183-18.35 Mudsock Road South of Seitz Road \$ 24,024.88
PUS-163A-15.88 Sidney Street East of Van Buren Street \$ 16,444.77
SAL-065-22.12 Swartz Road North of I.O.O.F. Road \$ 5,401.38

2023 BRIDGE PROGRAM TOTAL \$798,308.69

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the above shown 2023 Bridge Replacement/Rehabilitation Program and does authorize Engineer Andrew Baumer to proceed with plans to cause the mentioned replacements.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:
Adopted this
2nd day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman yes

Douglas A. Spender
Douglas A. Spender Yes

David Bambauer
David Bambauer yes

✓ cc: County Engineer

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE NEWLY HIRED VETERANS SERVICE COMMISSION OFFICER TO ATTEND STATE/DISTRICT/REGIONAL CONVENTIONS / SEMINARS FOR THE REMAINDER OF 2023.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Robert Wiss, Director/Veterans Service Officer, submitted correspondence to the Board of County Commissioners informing it that the Auglaize County Veterans Service Commission has employed an Veterans Service Officer, Sherrye Lamma; and,

WHEREAS, said Commission has requested that Sherrye Lamma be authorized for travel expenses for State / District / Regional Conventions / Seminars for the remainder of 2023.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the above request of adding Sherry Lamma to the office state and providing all expenses are in accordance with the County's Travel Policy.

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

Adopted this
2nd day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman, yes

Douglas A. Spencer
Douglas A. Spencer, yes

David Bambauer
David Bambauer, yes

cc: Veterans Services Commission

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY ADMINISTRATOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2023.

Commissioner Bambauer

moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 3, 2023, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2023 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 Airport Rotary Fund (076) by \$17,300.00; and,

WHEREAS, Auglaize County Administrator has requested that the Board amend the 2023 Annual Appropriation to reflect the following increase:

Increase 076.0076.530400 (Equipment) by \$17,300.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2023 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this
2nd day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: ✓ County Auditor
✓ County Administrator
✓ Airport Manager

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A 3715 LP BATWING MOWER FOR USE BY THE NEIL ARMSTRONG AIRPORT FROM APPLE FARM SERVICE INC.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Airport Manager Ted Bergstrom and the Airport Authority Board have presented to the Board the quote for a 3715 LP Batwing mower for \$21,000.00; and,

WHEREAS, the 3615 Landpride batwing mower has a trade-in value of \$3,700.00; and,

WHEREAS, the following quote was requested and received from Apple Farm Service Inc.:

Apple Farm Service Inc., 19161 Kenter Rd., Botkins, OH 45306	
LP 3715 Batwing	\$21,000.00
Trade-in Landpride 3615	<u>-(\$ 3,700.00)</u>
Total amount of purchase	\$17,300.00

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize Airport Manager Ted Bergstrom to proceed with the purchase of the LP 3715 Batwing Mower for the Neil Armstrong Airport from Apple Farm Service Inc. with the funds being used out of the Airport Rotary Fund – Equipment Fund 076.0076.530400 for \$17,300.00

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

Adopted this
2nd day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>John N Bergman</u>	<u>Yes</u>
John N. Bergman	
<u>Douglas A. Spencer</u>	<u>Yes</u>
Douglas A. Spencer	
<u>David Bambauer</u>	<u>Yes</u>
David Bambauer	

cc: Airport Manager
Airport Authority

County Commissioners Office
Auglaize County, Ohio
March 2, 2023

NO. #23-120

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 2nd day of March, 2023.

Commissioner Bambauer 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>
468363	276.00	PITNEY BOWES, INC
468371	590.00	LUCAS COUNTY CORONER TOXICOLOGY LAB
468380	600.00	EASTWAY CORP
468383	1062.50	CLEMANS & NELSON ASSOCIATES, INC
468390	1556.25	SECURCOM
468390	314.50	SECURCOM
468390	824.50	SECURCOM
468408	1118.68	MATTHEW BENDER
468409	408.51	MATTHEW BENDER
468411	688.00	LEXIS NEXIS
468433	150.00	THOMAS LUCENTE C/O HEARN LAW OFFICE
468440	675.00	INSPIRED TECHNOLOGIES, LLC
468443	7178.40	ADVANCED DEMOLITION SERVICES

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote

resulted in the adoption of the Resolution as follows:

Adopted this
2nd day
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: County Auditor

**IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS OF AUGLAIZE COUNTY, OHIO,
APPOINTING THE FOLLOWING INDIVIDUALS TO REPLACE THE FORMER MEMBERS OF THE
AUGLAIZE COUNTY COMMUNITY CORRECTIONS PLANNING BOARD.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 2nd day of March, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS on October 5, 1995, this Board of County Commissioners did establish the Auglaize County Community Corrections Planning Board, and did appoint sixteen members of that Board; and,

WHEREAS there have been a number of vacancies that have occurred on that Board which has been inactive for a number of years; and,

WHEREAS a prerequisite for continuing to receive various grants from the Ohio Department of Rehabilitation and Corrections, including the JRIG grant and the PSI Writer grant that have benefited the criminal justice system in Auglaize County including the Courts, the adult probation department, law enforcement and the Auglaize County Correction Center; and,

WHEREAS Auglaize County has entered into agreements with the Ohio Department of Rehabilitation and Corrections' Adult Parole Authority for probation services pursuant to R.C. 2301.32(B) for more than three decades for the benefit of the criminal justice system and those receiving community control sanctions rather than being sentenced to prison, all in accordance with the applicable statutes; and,

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Auglaize County, Ohio, does hereby make the following appointments to replace the former members of the Auglaize County Community Corrections Planning Board who have retired or whose positions have become vacant due to death or resignation, and in compliance with Revised Code Section 5149.34, as follows:

- | | |
|--|---|
| County Administrator Erica Preston | Commissioner Douglas A. Spencer |
| Common Pleas Judge Frederick D. Pepple | Municipal Court Judge R. Andrew Augsburger |
| Juvenile Judge Mark E. Spees | Prosecuting Attorney Edwin A. Pierce |
| Sheriff Michael Vorhees | Wapakoneta Chief of Police Calvin Schneider |
| Exec. Dir. Tammie Colon, MHRS Board | Supt. Renee Kohler, Board of Developmental Disabilities |
| Karen Rowland, Administrator of CCA programs | Lt. Shannon Place, Wapakoneta Police Dept. (& victim) |
| Lt. Mullenhour, ACCC Acting Commander | Wapakoneta Safety Service Director Michael Brillhart |
| Kristin Green, Victim Advocate | Director Brent Burke, W.O.R.T.H. Center |
| Hector Hernandez, Hispanic rep. | (vacant) _____, Hispanic Rep. |

The County Commissioners does further appoint Judge Frederick D. Pepple as acting Chair, and authorize the Chair to call a meeting of said planning Board for the purposes of reorganizing and considering and adopting its rules and for updating the **AUGLAIZE COUNTY COMMUNITY CORRECTIONS** **COMPREHENSIVE PLAN** in effect.

Mr. Spencer seconded the motion to adopt the Resolution and upon the roll being called, the vote resulted in the unanimous adoption of the Resolution.

Adopted this
2nd day of
March, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	<u>yes</u>
John N. Bergman	
<u>Robert A. Guen</u>	<u>Yes</u>
Douglas A. Spencer	
<u>David Bambauer</u>	<u>yes</u>
David Bambauer	

cc: Appointees
✓ ODRC Bureau of Community Sanctions,
Attn: Chris Galli