

IN THE MATTER OF APPROVING THE CONTRACT WITH KLEINFELDER, INC. FOR PROFESSIONAL SERVICES FOR THE ADMINISTRATION AND IMPLEMENTATION OF PY2023 LEAD SAFE OHIO (LSO) PROGRAM GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of Mach, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Ohio of Department Development Office of Community Enhancements (ODOD-OCE), provides financial assistance to local governments for the purpose of addressing lead safe renovation (LSR), lead abatement, and lead cleaning assistance provided to low-moderate income (LMI) owner-occupied households and eligible Childcare Facilities built before 1978; and includes funding for equipment purchase and general administration. Proposed for the PY2023 LSO Program are the following outcomes: five (5) residential units assisted for owner-occupied households with identified lead-based paint, two (2) units assisted serving as childcare facilities built before 1978; and purchase of two (2) HEPA-vacuums. This is County-wide service area; and,

WHEREAS, the Auglaize County Board of County Commissioners has received a grant from the State of Ohio, Ohio Department of Development Office of Community Enhancements (ODOD-OCE) for PY 2023; and,

WHEREAS, Kleinfelder, Inc. has submitted a letter contract to the Board for said firm to provide professional planning services to assist the County, for the maximum fee of \$128,800.00 for the administration and implementation of its PY2023 Lead Safe Ohio (LSO) Program Grant; and,

WHEREAS, the Board of County Commissioners has reviewed the contract finding same to be in order and reasonable.

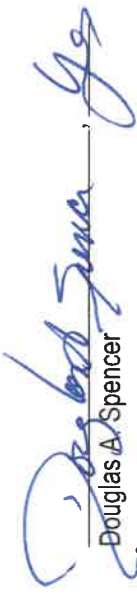
THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the letter contract for professional planning services of Kleinfelder, Inc. for the administration and implementation of the PY2023 Lead Safe Ohio (LSO) Program Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, Douglas A. Spencer, 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
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


David Bambauer

ABSENT
John N. Bergman

cc: Kleinfelder, Inc.
Clerk of the Board

CLIENT PROFESSIONAL SERVICES AGREEMENT
PY2023 LEAD SAFE OHIO (LSO) PROGRAM
ADMINISTRATIVE CONTRACT – LED-2023-202339
AUGLAIZE COUNTY, OHIO (PROJECT #M2401744.001P)

This Agreement is made on: February 22, 2024.

Between Auglaize County, OH/Auglaize County Board of Commissioners with offices at 209 South Blackhoof Street, Room 201, Wapakoneta, OH 45895 (**Client**)

And Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, OH 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 September 29, 2023, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
 - (c) third, this Agreement; and
- 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 April 30, 2026, 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 **\$128,800**. Kleinfelder will invoice monthly on a percentage completed basis for individual tasks (28-month LSO Program period). For residential and childcare facilities units/tasks, Kleinfelder will invoice 75% when units close/are under contract; with remaining 25% invoiced at project/unit final pay/closeout.
 - Client will pay on a **time and material basis not to exceed** the sum of \$. 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.

6.8 For those Lead Safe Ohio (LSO) Program projects that do not go forward and for which Kleinfelder has expended administrative and related soft costs, Client agrees to compensate Kleinfelder for such costs on a time and material basis. The LSO Program Grant does not cover such costs if no unit(s) assisted, or if an appropriate number of units are not assisted (pro-rata "clawback"). **Regardless of the LSO "Clawback" for general administrative costs/fees, Client will take responsibility to pay charges incurred by Kleinfelder for general administrative functions of the LSO Grant. Notwithstanding anything contrary to the foregoing, Kleinfelder will not have any responsibility or obligation to pay such administrative cost/fees.

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 indemnify 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 or 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;
- (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
- (c) 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;
- (d) 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.

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.

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 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, subconsultants 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 to 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:

By:  _____

Printed Name: Douglas A. Spencer

Title: President, Board of Commissioners

KLEINFELDER:

By:  _____

Printed Name: Denise M. Plummer, P.E.

Title: Area Manager

ATTACHMENTS: Appendix A, Kleinfelder Proposal
Exhibit A, Project Scope/Proposal of Services
Exhibit B, Fee Schedule

**EXHIBIT A
PROJECT SCOPE/PROPOSAL OF SERVICES**

PROJECT TITLE: PY2023 LEAD SAFE OHIO (LSO) PROGRAM

Lead Safe Ohio Project scope consists of lead safe renovations (LSR), lead abatement, and lead cleaning assistance provided to low-moderate income (LMI) owner-occupied households and eligible Childcare Facilities built before 1978; and includes funding for equipment purchase and general administration. Proposed for the PY2023 LSO Program are the following outcomes: five (5) residential units assisted for owner-occupied households with identified lead-based paint; two (2) units assisted serving as childcare facilities built before 1978; and purchase of two (2) HEPA-vacuums. County-wide service area.

**EXHIBIT B
FEE SCHEDULE**

- I. FEE: A lump sum fee in the amount of \$128,800 based on the following estimated distribution of compensation:

1	General Administration / Technical Assistance / Marketing	\$34,300 (75% of \$45,700)
2	Project Activity Implementation/"Soft Costs" (**Minimum per unit costs estimated for budget. Some projects may require "Requests to Exceed" with related contract amendments to increase soft costs per ODOD-OCE Project Cost "Limits of Assistance" in effect.**)	\$94,500
	- Owner-Occupied Residential Units - \$62,500 – 5 units at \$12,500/per unit lump sum	
	- Childcare Facilities - \$32,000 – 2 units at \$16,000/per unit lump sum	
	TOTAL	\$128,800

- Contract Amendments may be required as/if the Ohio Department of Development Office of Community Enhancements (ODOD-OCE) adjusts its Project Cost "Limits of Assistance" (see Exhibit C: ODOD-OCD Policy Memo dated April 7, 2022). Current Allowable Project Soft Costs are recommended as a percentage of the project "hard/construction costs" and are as follows: 20% for Private Rehabilitation and 25% for Home/Building Repair. These recommended project soft cost averages may change annually, at ODOD-OCD's discretion.
- Kleinfelder's minimum "per unit soft cost" estimates shown above for project activities are based on allowable program activity limits and current ODOD-OCE Project Soft Cost Averages from April 7, 2022 Policy Memo:
 - Kleinfelder's minimum lump sum cost for Residential Units is \$12,500/per unit (\$50,000/per unit average).
 - Kleinfelder's minimum lump sum cost for Childcare Facilities is \$16,000/per unit (\$100,000/per unit average)
- Should ODOD-OCE revise its Project Cost Limits of Assistance Policy and/or if bids received for project "hard costs" require a Request to Exceed and approval by ODOD-OCE, Kleinfelder may increase its compensation accordingly based on current/applicable ODOD-OCE Project Cost Limits of Assistance and OCE Approval.
- Kleinfelder's initial compensation on a per unit lump sum basis will be the greater of 20% of project hard/construction costs or \$12,500 for Residential Units; and the greater of 20% of project hard/construction costs or \$16,000 for Childcare Facilities, per most recent/applicable ODOD-OCE "Limits of Assistance" Policy effective date (and subject to change annually by ODOD-OCE).
- Any cost adjustments anticipated to be paid from LSO Grant Funds (subject to "clawback," Section 6.8).
- Any contract increases will be reflected on Contract Amendment(s) acknowledging the most recent/applicable ODOD-OCE "Limits of Assistance" Policy effective date; and/or, be reflected on Contract Amendment(s) and Individual Project/Unit Approval Letters for projects requiring a "Request to Exceed" and which were approved by ODOD-OCE.
- As needed, when individual projects require execution of change orders after initial approval and such change orders total or exceed \$5,000, Kleinfelder will be entitled to increase its project/per unit "soft costs" in accordance with the most recent/applicable ODOD-OCE "Limits of Assistance" Policy effective at the time of the change order or approved by OCE, and will do so with a contract amendment identifying the associated task/unit.

IN THE MATTER OF AUTHORIZING BUCKEYE EXTERMINATING INC. TO SPRAY THE COUNTY'S ADMINISTRATION BUILDING, COURTHOUSE IN WAPAKONETA AND MUNICIPAL COURT WEST IN ST. MARYS FOR GENERAL PEST CONTROL.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of March 2024.

Commissioner David Bambaauer moved the adoption of the following:
RESOLUTION

WHEREAS, annually it is necessary to have an exterminator make an application of insecticide to ward off insects of various kinds in the county offices and departments located in the County's Administration Building, Courthouse in Wapakoneta and Municipal Court West in St. Marys; and,

WHEREAS, a quotation has been submitted by Buckeye Exterminating Inc. for the spraying of insecticide in all three buildings mentioned at the cost below:

- \$475.00 for the Administration Building and \$220.00 Outside Perimeter in fall;
- \$535.00 for the Courthouse in Wapakoneta and \$275.00 outside Perimeter in fall;
- \$180.00 for the Municipal Court West in St. Marys and \$100.00 outside Perimeter in fall.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize Buckeye Exterminating Inc. to perform the insecticide spraying for General Pest Control in the offices and departments located in the County's Administration Building, Courthouse in Wapakoneta and Municipal Court West in St. Marys; and,

BE IT FURTHER RESOLVED that the Board directs the Clerk of the Board to encumber \$1,760.00 to Buckeye Exterminating Inc. for the above authorized pest control treatment.

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

Adopted this
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer *Yes*
Douglas A. Spencer

David Bambaauer *yes*
David Bambaauer

ABSENT
John N. Bergman

cc: Maintenance Supervisor
↳ Buckeye Exterminating Inc.
↳ Clerk of the Board



Buckeye Exterminating, Inc.

24018 US Rt. 224 • P.O. Box 246
Ottoville, Ohio 45876-0246
www.buckeye1.com

419-453-3931

1-800-523-1521

Fax 419-453-3937

RECEIVED

SERVICE AGREEMENT

April 1, 2024

FEB 29 2024

Board of
County Commissioners


This agreement has been made and entered into between Buckeye Exterminating, Inc. hereinafter to be known as the party of the first part and the Auglaize County Commissioners, hereinafter to be known as the party of the second part.

Party of the first part agrees to provide a General Pest Control treatment for nuisance insect control at the following locations and costs:

Administration Building 209 Blackhoof St., Wapakoneta, OH	\$475 (Inside & Outside Perimeter in Spring) \$220 (Outside Perimeter in Fall)
Court House 201 Willipie St., Wapakoneta, OH	\$535 (Inside & Outside Perimeter in Spring) \$275 (Outside Perimeter in Fall)
Municipal Court West 114 Main St., St. Mary's, OH	\$180 (Inside & Outside Perimeter in Spring) \$100 (Outside Perimeter in Fall)

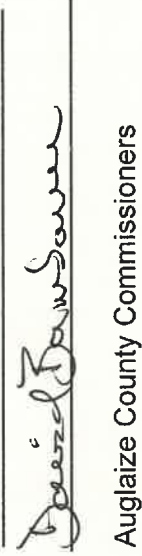
Payment to be made within 30 days of invoicing.

Party of the first part carries Workers' Compensation Insurance and Public Liability/Property Damage Insurance to the \$5,000,000 limit.


Brian J. Beining
Buckeye Exterminating, Inc.

2-23-24
Date




Auglaize County Commissioners

3.7.24
Date

IN THE MATTER OF AUTHORIZING INCREASES IN THE QUARTERLY FEES FOR EIGHT COUNTY OWNED SEWAGE TREATMENT FACILITIES WHICH ARE OWNED BY THE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Andrew Baumer, Auglaize County Sanitary Engineer, submitted the attached letter to the Board of County Commissioners;

WHEREAS, Sanitary Engineer Andrew recommended the Board increase the sewer rates for an equivalent single family home as follows:

Sewer District	Current Quarterly Fee	7/1/2024 Increase by Quarter	Quarterly Fee beginning with the July 1, 2014 billing
Arrowhead	\$113.00 (2015)	\$20.00	\$133.00
Beverly Hills	\$83.00 (2015)	\$20.00	\$103.00
Country Club Hills	\$200.00	\$20.00	\$220.00
Forest Lane	\$146.00 (2015)	\$40.00	\$186.00
KZ	\$156.00 (2022)	\$6.00	\$162.00
Pleasantview	\$97.00 (2015)	\$10.00	\$107.00
Sharlon	\$199.65 (2018)	\$20.35	\$220.00
Sherwood	\$121.50 (2015)	\$20.00	\$141.50

• Note – the year shown in parenthesis was the last rate increase.

WHEREAS, the County Engineer would further recommend a 5% annual increase over the next three years. This will help to cover the increased costs; and,

WHEREAS, the Board of County Commissioners believes it to be in the best interest of the sewer districts to authorize the recommended sewer rate increases.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize that the quarterly sewer rates of lot owners in the above mentioned eight (8) County Owned Sewer Treatment Plants shall be increased as mentioned above, beginning with the July 1, 2024 billing.

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

Adopted this
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

ABSENT
John N. Bergman

/cc: County Sanitary Engineer

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR, AS REQUESTED BY THE SANITARY ENGINEER, TO REIMBURSE THE COUNTY GENERAL FUND FROM VARIOUS SEWER ACCOUNTS FOR LABOR OF THE COUNTY HIGHWAY PERSONNEL.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of March, 2024.

Commissioner *Baumer* moved the adoption of the following:

RESOLUTION

WHEREAS, the County Sanitary Engineer, Andrew Baumer requested that the Board of County Commissioners authorizing the following fund reimbursements from various sewer accounts, as listed, to the County General for labor completed by his employees in 2023. Annual receipts from Wapakoneta Country Club (\$2,973.35) and Village of Buckland (\$8,068.42) are deposited directly into the general fund.

<u>Grand Lake</u>	<u>From:</u>	<u>To:</u>
\$5,539.45	100.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Villa Nova</u>		
\$ 145.17	101.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Sharlon</u>		
\$4,643.65	102.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Beverly Hills</u>		
\$8,766.90	103.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Sherwood Forest</u>		
\$5,149.20	105.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Pleasantview</u>		
\$9,084.32	106.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>KZ</u>		
\$8,344.69	107.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Arrowhead</u>		
\$2,632.61	108.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Uniopolis</u>		
\$8,978.30	109.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Country Club Hills</u>		
\$7,987.85	110.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>East Lake/Twin Lakes</u>		
\$2,093.37	120.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Forest Lane</u>		
\$8,606.71	121.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)
<u>Sandy Beach</u>		
\$6,155.45	122.0016.535800 (Transfers)	001.0700.401802 (Red. from other funds)

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

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

Adopted this
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, *Yes*
Douglas A. Spencer

David Bambauer, *Yes*
David Bambauer

ABSENT
John N. Bergman

cc: County Sanitary Engineer
✓County Auditor

**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 7th day
of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

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

WHEREAS the nearly 400 children and adults with developmental disabilities served by the Auglaize County Board of DD, 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 are developed, attitudes shaped, and opportunities offered that allow people with developmental disabilities to live as independently and productively as possible in their communities; and,

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby recognize the month of March 2024 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 Auglaize County 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
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

ABSENT
John N. Bergman

✓cc: Board of DD

**IN THE MATTER OF FINDING FOR THE IMPROVEMENT OF THE BAUER #2 DITCH PROJECT;
PETITIONED BY RONALD BAUER AND OTHERS; SETTING DATE TO RECEIVE THE ENGINEER'S
REPORTS ON SAID PROJECT.**

The Board of Auglaize County Commissioners met in regular session on the 7th of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, in Resolution #23-588, dated December 5, 2023 set February 22, 2024 at 1:30 p.m., for the First Hearing of the petition of the Bauer #2 Ditch Project, the Board met in the Assembly Room – 2nd Floor at the Administration Building and conducted the hearing by causing the petition to be publicly read to those present by Sam Philipot for the County Engineer's Office; and,

WHEREAS, the Board finds that due and legal notice has been given in the manner and for the length of time required by law, to all owners of land affected by said improvement; and,

WHEREAS, the Board has held the virtual view of the proposed improvement on January 23, 2024 and has heard either in person or by counsel all evidence offered by any owner of land for or against the granting of the proposed improvement, or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, or any application therefore; and,

WHEREAS, the County Engineer's Preliminary Report has determined that the route and termini of the proposed improvement meets the prayer of the petition and that there are no reasonable alternative routes; and,

WHEREAS, the cost of the proposed improvement is less than the benefits derived.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby direct the County Engineer to proceed with the necessary survey for the proposed improvement, perform the necessary engineering calculations, develop the necessary plans for the drainage system and structures including profiles showing the cuttings and gradient of the improvement, create maps showing the location of the land proposed to be assessed and make an estimate of the cost of the construction of the improvement. The Engineer' Report shall include the actual construction cost estimate, the cost of engineering, and the cost of notices, publication and other incidental expenses; and set proper construction stakes, and perform such other duties as required by Section 6131.14 of the Ohio Revised Code; and,

BE IT FURTHER RESOLVED that the Board does set **June 18, 2024 at 9:30 a.m.** as the date and time for the filing of the above mentioned County Engineer's Reports.

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

Adopted this
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

ABSENT
John N. Bergman

cc: County Engineer

IN THE MATTER OF RATIFYING THE EXECUTION OF AN AGREEMENT BETWEEN AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS AND KELLY KNUTZEN FOR MOWING AND TRIMMING SERVICES AT THE UNIOPOLIS SEWER PLANT AND ARROWHEAD SEWER TREATMENT PLANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, an agreement was presented to the Board of County Commissioners which sets forth terms and conditions for said mowing and trimming services at the Uniopolis sewer plant and Arrowhead Sewer Treatment Plant; this agreement is between the Auglaize County Board of County Commissioners and Kelly Knutzen, effective March 31, 2024 through and including November 30, 2024 at the rate of \$75.00 per trip for Mowing Area #1 and at the rate of \$50.00 per trip for Mowing Area #2.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and does authorize the Board to execute the agreement between the Auglaize County Board of County Commissioners and Kelly Knutzen for mowing and trimming services as specified.

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

Adopted this
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

ABSENT
John N. Bergman

cc: Kelly Knutzen
Sanitary Engineer

SERVICE AGREEMENT

This agreement is made and entered into this 7th day of March, 2024, by and between the AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "County" and MR. KELLY KNUTZEN hereinafter referred to as "Contractor" upon the following terms and conditions:

1. Contractor agrees to provide mowing and trimming services at the Uniopolis sewer plant. The Contractor agrees to mow on each side of the drive at the sewer plant, up to and including 30 feet from the center of the drive on each side, the area included inside the fence and the east half of the ground owned by the County south of the driveway (the "Mowing Area #1"). The area to be maintained by the Contractor is more fully depicted on Exhibit A hereto. The Contractor also agrees to provide mowing and trimming services at the Arrowhead Sewer Treatment Plant, the area included inside the yellow line on Exhibit B hereto known as (the "Mowing Area 2").
2. Mowing and trimming shall begin as soon as the grass in the Mowing Area reaches a height of three inches. The Mowing Area shall thereafter be mowed and/or trimmed as needed so that the grass shall be maintained at or below three inches in height, until the expiration of the term of this Service Agreement. The Contractor shall also mow and trim the Mowing Area upon the request of the County regardless of the grass height.
3. In consideration of the services performed by Contractor, the County shall pay the Contractor Seventy-Five Dollars (\$75.00) per trip for Mowing Area #1 and Fifty Dollars (\$50.00) per trip for Mowing Area #2. Under this Service Agreement a "trip" shall mean a complete mowing and trimming of the Mowing Area. Contractor shall invoice the County on a monthly basis with appropriate details for each trip included within the invoice period. The invoices shall be sent to the following address:


Auglaize County Engineer
1014 South Blackhoof Street
Wapakoneta, OH 45895

4. The term of this Service Agreement shall be March 31, 2024 through and including November 30, 2024.

5. Contractor agrees to indemnify, defend and hold harmless the County against any and all claims, demands, suits, lawsuits, including cost connected therewith for any damages that may be assessed, claimed or recovered against or from the County or any elected or appointed official, employee, volunteer, agent or all others working on behalf of the County by reason of personal injury, including bodily injury, death, and/or property damage in any way connected or associated with this Service Agreement or any acts of the Contractor hereunder.

6. Contractor shall be responsible for Workers Compensation coverage for himself and those doing work on his behalf. Contractor will provide the County with proof of coverage and liability insurance as well as required licenses upon the request of the County.

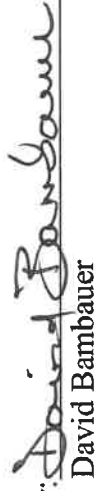
Board of County Commissioners
Auglaize County, Ohio



Kelly Knutzen

By: 

Douglas A. Spencer

By: 

David Bambauer

By: _____
John N. Bergman

EXHIBIT A

Auglaize County, Ohio

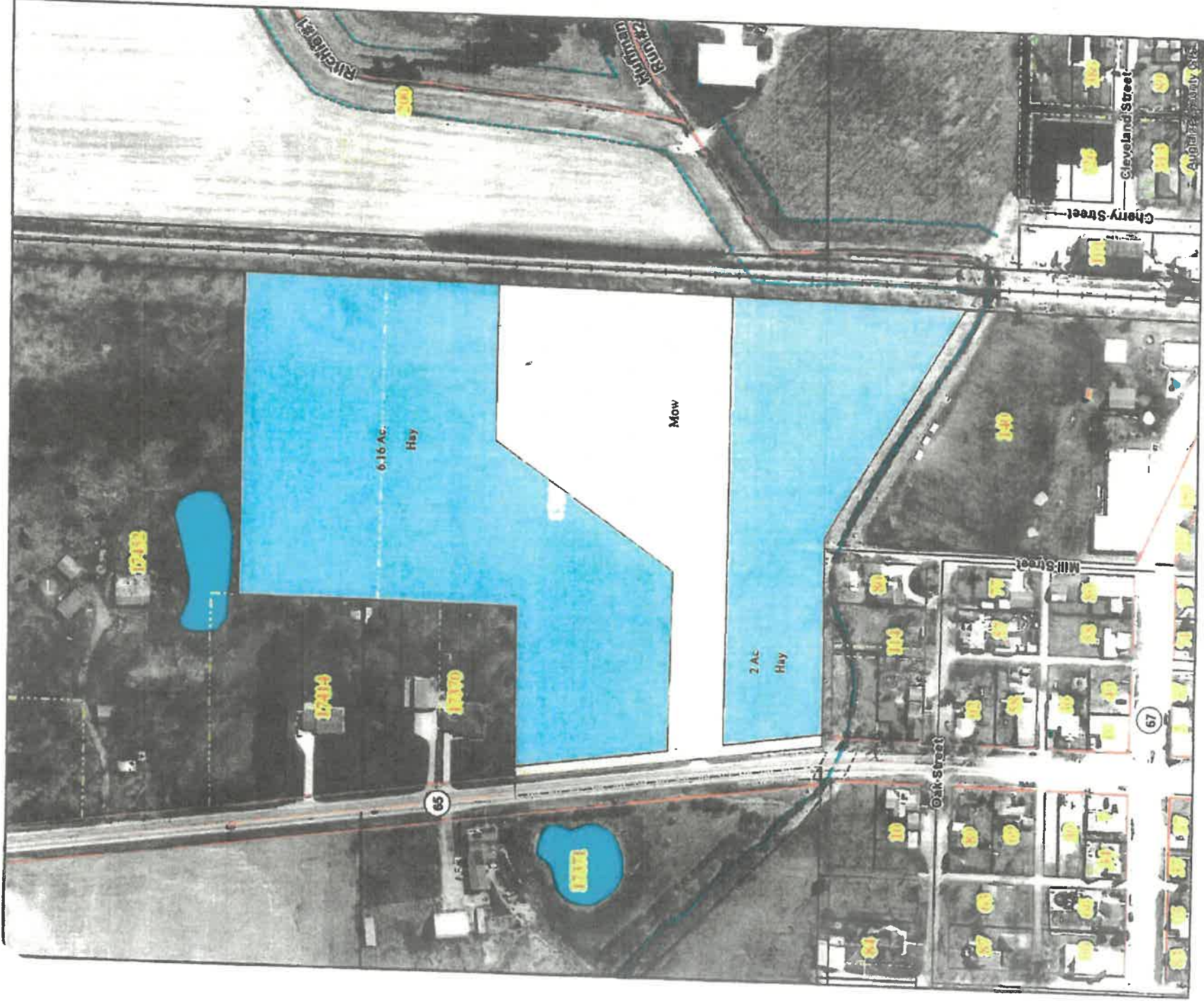


EXHIBIT B

Auglaize County GIS



Notes

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GRANT CONTRACT

under

The Fiscal Year 2023 Ohio Airport Grant Program

between the

Auglaize County Commissioners

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

24-10

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Improvement Grant Contract

ODOT Project No. 24-10

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Auglaize County Commissioners

agree as follows:

ARTICLE I: DEFINITIONS

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is a Publicly Owned/Public Use facility in Ohio, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. 24-10

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

Grant Funds: program funds.

Grantee: The Auglaize County Commissioners

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program. Ohio Direct Grant Application for General Aviation Airports

Project: the project funded by the Contract which is identified as ODOT Project No. 24-10

Standard Assurances: the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/aviation/resources/airport-grant-program>

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

Total Project Cost: the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the project described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: Partial Pavement Rehabilitation Terminal - Phase II at the Neil Armstrong Airport

2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of this project.

2.2 The Project costs are as follows:

Total Project Cost:	\$391,946.00
Total Local Share:	\$19,597.00
Total State Share:	\$372,349.00

2.3 The total cost for the project is \$391,946.00. ODOT agrees to provide Grant Funds to the Grantee up to a maximum of \$372,349.00 in State funds. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the project and associated engineering design and construction phase services.

2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and availability of funds.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment per the method described in the application procedure. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- 2.8.1 Made in conformance with the Application, the Criteria and this Contract;
- 2.8.2 Necessary in order to accomplish the project;
- 2.8.3 Reasonable in amount for the goods and services purchased;
- 2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and
- 2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The Grantee shall submit all documents relating to this Contract, including all bids and financial reports, to the Office of Aviation on a continuing basis. The Grantee shall submit to ODOT:

- A. Written verification of intent to perform the project as specified in the Application and as specified in the Notice of Project Approval that was sent to the Grantee;
- B. A set of plans, as required by ODOT in Appendix E and F of the Criteria;
- C. The Project Time Schedule as required in Appendix G-I of the Criteria;

- D. All bid documentation prepared by the Grantee, prior to its release to prospective bidders, including requirements for compliance with Drug-Free Workplace procedures;
- E. A completed copy of the project safety and phasing plan including FAA Form 7460's and/or 7480, if required by project type of work.
- F. Notification of all meetings relating to the project, as soon as the meeting dates and time have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- G. Notification of potential starting dates for project work, as soon as such dates have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- H. Notification of project completion;
- I. Copies of all bid documentation received by the Grantee from all bidders, including contractor and sub-contractor compliance with Drug-Free Workplace procedures.
- J. The final ODOT Request for Payment as per the application procedure, no later than thirty days after completion of the project.

2.11 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share. Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.12 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.13 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.14 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.15 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.16 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.17 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE III:
MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT
PERFORMANCE

- 3.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.
- 3.2 The Grantee shall adhere to the following specifications throughout the performance of the project:
- 3.2.1 The Grantee shall have present on the project at all times a quality assurance inspector who shall be a registered professional engineer or his/her representative (The Airport Manager, unless qualified, cannot be expected to provide the necessary level of inspection.);
- 3.2.2 The Grantee is responsible for the cost and performance of all project engineering including, but not limited to, preparation of project plans and specifications;
- 3.2.3 The scope of work for the project shall include allowance for a 1% gradient on both sides of the runway centerline, and longitudinal paving joints shall be offset a minimum of 18 inches on either side of existing joints;
- 3.2.4 The scope of work for a runway resurfacing project shall include a stipulation that all paving be accomplished using a 40-foot ski on the paver to assure surface uniformity;
- 3.2.5 Load limits as described in ODOT Construction and Material Specifications Section 105.13 and not to exceed 57,000 pounds maximum gross weight shall be imposed by the Grantee on all contractor haul vehicles, and the contractor shall be responsible for and shall repair all damage caused by its vehicles on haul roads, ramps, aprons, taxiways, and runways;
- 3.2.6 The Grantee shall perform the project in accordance with the most recent ODOT Construction and Material Specifications and any supplemental specifications issued by ODOT. Items such as runway and taxiway markings, which are not covered under these specifications shall be governed by an applicable FAA advisor circular.
- 3.2.7 When the scope of work includes marking of a runway, the new marking and any existing lighting shall reflect the required minimum approach slope ratio, FAA Part 77, Objects Affecting Navigable Airspace, and AC 150/5300-13 Airport Design, current edition and any other FAA design circulars must be adhered to. In addition for marking layout, refer to AC 150/5340-1 current edition;
- 3.2.8 When the scope of work includes airport visual lighting aids, communications equipment, navigational aids, weather reporting equipment, and obstruction lights and/or marking, all current FAA advisor circulars shall be adhered to;

- 3.2.9 For any project type, a project safety plan shall be submitted per AC 150/5370-2 current edition, Safety on Airports During Construction;
- 3.2.10 When the scope of work includes the installation of an Automated Weather Observing System (AWOS), refer to AC 150-5220-16, Automated Weather Observing System (AWOS) current edition for non-federal application;
- 3.2.11 No plans will be approved before a copy of the FAA form 7460 and/or 7480 and NF-4 submitted to FAA has been received by ODOT; and
- 3.2.12 All asphalt paving projects shall be completed by October 15 of any year.

ARTICLE IV: GENERAL PROVISIONS

- 4.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.
- 4.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.
- 4.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.
- 4.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

- 4.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 4.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 4.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
- 4.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 4.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.

- 4.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 4.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 4.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.
- 4.14 The Grantee shall not assign or subcontract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 4.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
- 4.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION
- 4.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be 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.

4.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

4.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

4.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4.16.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

4.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

4.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancelling, terminating, or suspending a contract, in whole or in part.

4.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

4.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
 - Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff.)

4.17 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.18 ETHICS REQUIREMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

4.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

4.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

4.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty (30) days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

4.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost.

4.23. EXECUTION

4.23.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

4.23.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

4.23.3 Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this _____ day of _____, 20_____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 7th day of March, 2024.

By: John W. Bergman

Title: Angloizee Granty Commissioner

Executed this _____ day of _____, 20_____.

By: _____

Title: _____

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, Edwin A. Pierce, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 14th day of March, 2024.

By: Edwin A. Pierce

Title: Prosecution Attorney

IN THE MATTER OF CERTIFYING DELINQUENT SEWER BILLS TO THE COUNTY AUDITOR FOR PLACEMENT ON THE PROPERTY 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 7th day of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Sanitary Engineer's Secretary, Julie Schneider, 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, Douglas A. Spencer; 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 Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

ABSENT
John N. Bergman

attachment

cc: County Sanitary Engineer
/ County Auditor

In Accordance with Section 6117.02 of the Ohio Revised Code

Date: March 5, 2024

For Tax Year: 2023

Township/

Municipality - Auglaize

Signature of Official:



Assessment Name – Sewer Delinquencies

Douglas A. Spencer
Title : President

Ordinance # 24-142

NAME	PARCEL I.D.	AMOUNT
Seale, Andrew	G22-251-007-00	Beverly Hills \$91.30
Jenkins, Chris	G22-253-006-00	Beverly Hills \$191.73
Poppe, Anthony	K31-101-005-01	Pleasantview 108.57
Hughes, Jeffrey	K31-103-017-00	Pleasantview \$224.07
McClain, Mark	K31-106-007-00	Pleasantview 117.37
Baumgardner, Scott	L33-200-128-02	Uniopolis \$180.18
Benfield, Jeff	L33-200-049-00	Uniopolis \$180.18
Eagle Mfg	L33-200-172-00	Uniopolis \$180.18
McComber, Eric	L33-200-040-00	Uniopolis \$180.18
McDaniel, Jessie	L33-200-017-00	Uniopolis \$94.38
Rosebrook, Todd	L33-200-062-00	Uniopolis \$180.18
Sekas, Stephanie	L33-200-111-00	Uniopolis 184.34
Shaner, Dan	L33-200-024-00	Uniopolis \$180.18
Drummond, Austin	K31-171-018-00	Grand Lake 189.09
Huff, Jesse/Engle, Stephanie	K31-171-007-00	Grand Lake \$397.09
McKee, June	K31-017-007-00	Grand Lake \$397.09
Shoffstall, Susan	K31-171-029-00	Grand Lake \$189.09

Date: March 5, 2023
Township/
Municipality - Auglaize

For Tax Year: 2023

Assessment Name – Sewer Delinquencies

Signature of Official:



Douglas A. Spencer

Ordinance # 24-142

Title : President

NAME	PARCEL I.D.	AMOUNT
Payne, Ryan	K31-019-012-06	Grand Lake \$189.09
Slaven, Chad	K31-017-021-00	Grand Lake \$189.09
Hussy Zeigler, Martha	K31-055-009-00	Sandy Beach \$203.68
Buschur, Nick R. Trustee	K31-062-086-00	Sandy Beach \$203.68
Newbauer, Matthew	K31-053-022-00	Sandy Beach \$203.68
Osborne, Elizabeth	K31-062-064-00	Sandy Beach \$96.99
Roberts, Joseph	K31-053-027-00	Sandy Beach \$203.68
Stroh, Dillon/Brittany	K31-006-005-01	Sandy Beach \$203.68

IN THE MATTER OF APPROVING THE 2024 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 7th day of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer, Andrew Baumer presented the 2024 county bridge replacement/rehabilitation program to the Board of County Commissioners with the following bridges listed for upgrading:

CONTRACT BRIDGE REHABILITATION
WAS-090-06.72 Southland Road West of S.R. 29 \$220,000.00

COUNTY MANUFACTURED CONCRETE BRIDGE BEAMS
UNI-180-22.12 Fairmount Road East of Wrestle Creek Road \$ 60,197.76
DUC-190-13.69 Buckland-Holden Road East of S.R. 501 \$ 13,291.72

COUNTY MANUFACTURED LARGE CULVET
NOB-176-02.78 Arnold Road East of S.R. 116 \$ 60,222.01
UNI-160-19-34 Blank Pike Road East of S.R. 65 \$ 60,004.86
UNI-180-18.95 Fairmount Road West of S.R. 65 \$ 18,297.42
NOB-160-00.64 Glynwood Road East of Koenig Road \$ 42,503.97
GER-31-06.23 Tri-Township Road North of S.R. 274 \$ 51,332.27
GER-045-03.11 Erie Road North of Amsterdam Road \$ 57,639.86

BRIDGE REHABILITATION AND WATERPROOFING
UNI-150-18.57 Middle Pike East of Townline-Lima Road \$ 12,703.89
STM-96A-05.39 Henschen Road East of Plattner Pike \$ 12,114.42
WAS-111-13.79 Kettlersville Road North of Washington Pike \$ 12,114.42
NOB-66A-17.20 Delphos-Saint Marys Road North of Old Mill Road \$ 7,500.00
STM-66A-10.10 Piqua-Saint Marys Road North of S.R. 219 \$ 7,500.00
2024 BRIDGE PROGRAM TOTAL \$635,422.60

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the above shown 2024 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
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

ARSENT
John N. Bergman

✓ cc: County Engineer

IN THE MATTER OF RATIFYING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN AUGLAIZE COUNTY OHIO JUVENILE COURT BY AND THROUGH THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND THE GENERATIONS OF LOVE FOR YOUTH ATTENDANCE FOR THEIR PROGRAMMING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Juvenile Court Judge Mark Spees has presented a Memorandum of Understanding (MOU) between the Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the Generations of Love for the youth to attend programming; and,

WHEREAS, the Auglaize County Ohio Juvenile Court agrees to pay Generations of Love a lump sum payment of \$20,000.00 for after school programming that provides prosocial skills to at risk youth in the county. Judge Spees approves and recommends that the Board of Auglaize County Commissioners approve and execute said Memorandum of Understanding.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the Memorandum of Understanding (MOU) between Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the Generations of Love for the above stated program.

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

Adopted this
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spees, Yes
Douglas A. Spees

David Bambauer, Yes
David Bambauer

ABSENT
John N. Bergman

cc: Juvenile Judge Mark Spees
Generations of Love

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Auglaize County Ohio Juvenile Court (the "**Court**") and Generations of Love ("**GOL**"). The parties hereby agree to a transfer of funds for youth to attend programming at Generations of Love. GOL shall provide programming services for up to forty-five (45) youth within Auglaize County. GOL shall provide quarterly reports to the Courts listing the number of youth being served. GOL services will include, but are not limited to, after school programming that provides prosocial skills to at risk youth in the county. In exchange for the services being provided by GOL, the Court agrees to pay GOL a sum of \$20,000.00.

Generations of Love

Rainy Kunkle 3-5-24
Date

Auglaize County Commissioners

Doreen G. Zuercher

David B. Berman

Auglaize County Ohio Juvenile Court

 3-5-24
Date

Date 3/7/2024

Date _____

Date 3/7/2024

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN AUGLAIZE COUNTY AND EAGON & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES IN RELATION TO THE ST. MARYS LANDFILL MONITORING; AUTHORIZING THE EXECUTION OF SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County being responsible for the environmental monitoring at the St. Marys Landfill, must enter into an agreement with a company licensed to perform said monitoring services; and,

WHEREAS, the Board of County Commissioners has agreed to contract with Eagon & Associates, Inc. of Worthington, Ohio for the professional environmental monitoring services; and,

WHEREAS, an Agreement has been presented to the Board of County Commissioners by Eagon & Associates, Inc. outlining the professional consulting services to be provided by Eagon & Associates, Inc. at an estimated total cost for each of the following tasks:

- Task 1 Semiannual Detection and Assessment Groundwater Monitoring \$17,148.00;
- Task 2 Semiannual Groundwater and Monitoring Reports \$10,104.00;
- Task 3 Alternate Source Demonstration \$3,952.00;
- Task 4 Misc. Hydro \$3,999.00;
- Total \$35,203.00; and,

WHEREAS, the Board of County Commissioners was requested by the Solid Waste Coordinator Scott Cisco to approve and execute the agreement.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the Agreement between Auglaize County and Eagon & Associates, Inc. for professional environmental monitoring services at the St. Marys Landfill; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizing the President of the Board, Douglas A. Spencer, to execute the Agreement with Eagon & Associates, Inc. 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
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

ABSENT
John N. Bergman

ec: Solid Waste/Recycle Coordinator
Eagon & Associates, Inc.

County Commissioners Office
Auglaize County, Ohio
March 7, 2024

NO. #24-146

IN THE MATTER OF AUTHORIZING THE PURCHASE, BY AUGLAIZE COUNTY, OF PARCEL NO. B07-092-004-00 AND B07-092-003-00, 1202 LINCOLN HWY, WAPAKONETA, OHIO; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS TO FINALIZE THE PURCHASE OF SAID PROPERTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County has interested in a certain parcel, which is situated in the City of Wapakoneta in the County of Auglaize and State of Ohio. Said Parcel Tax ID Nos: B07-092-004-00 and B07-092-003-00, 1202 Lincoln Hwy (“Property”); and,

WHEREAS, negotiations have culminated in an agreeable base purchase price of \$425,000.00 (plus any additional funds necessary to pay Buyers’ share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and,

WHEREAS, possession of the aforementioned property shall be with the final closing which shall occur on or about March 14, 2024 or at such other time as is mutually agreeable by the parties.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the purchase of said parcel B07-092-004-00 and B07-092-003-00 being lots number Four (4) and Three (3) of the Bramblewood Subdivision, as a number and delineated in Plat Cabinet A. Pages 37A and 38A in the office of the Auglaize County Recorder, save and except 47.92 feet off the entire North side Lot Three (3), in the City of Wapakoneta in the County of Auglaize and state of Ohio for the total base purchase price of \$425,000.00 (plus any additional funds necessary to pay Buyers’ share of closing costs and prorations, minus any credits granted to Buyer as set forth herein); and,

BE IT STILL FURTHER RESOLVED that the Board ratifies the signature of the County Administrator on the Contract to Purchase with 1202 Lincoln Hwy LLC dated March 5, 2024; and,

BE IT STILL FURTHER RESOLVED that the Board hereby ratifies and approves the execution by the County Administrator of the real estate purchase contract and other necessary documents to cause this purchase; and,

BE IT FINALLY RESOLVED that the Board authorizes the County Administrator to execute all necessary documents to finalize such purchase.

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

Adopted this
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

ABSENT
John N. Bergman

cc: Prosecuting Attorney
 Clerk of the Board
 1202 Lincoln Hwy LLC

Real Estate Purchase Agreement

This Real Estate Purchase Agreement (“*Agreement*”) is made and entered into as of the 5th day of March, 2024, by and between the Seller and the Buyer as identified below for the purchase of certain real property (herein the “*Premises*”) described as follows:

The parcels commonly referred to as Parcel # B0709200400 and Parcel # B0709200300 being Lots Number Four (4) and Three (3) of the Bramblewood Subdivision, as number and delineated in Plat Cabinet A. Pages 37A and 38A in the office of the Auglaize County Recorder, save and except 47.92 feet off the entire North side Lot Three (3).

RECITALS:

1. The Seller is 1202 Linclon Hwy LLC, a California limited liability company.
2. The Buyer is the Auglaize County Board of Commissioners.
3. The Seller desires to sell and the Buyer desires to buy the Premises.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, and intending to be legally bound, the Seller and the Buyer agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.
2. **Agreement to Sell.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Premises upon the terms and conditions set forth herein.
3. **Purchase Price.** The purchase price of said property shall be the sum of Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) as full consideration for the Premises.
4. **Closing and Possession.** Closing shall occur on or before March 14, 2024 at such location as Seller and Buyer mutually agree upon. Seller shall transfer possession of the Premises to the Buyer upon closing.
5. **Deed.** At the closing Seller shall convey to Buyer good and marketable title to the Premises by executing and delivering a good a sufficient recordable Warranty Deed, with full release of dower, if applicable, conveying to the Buyer or the Buyer’s assign the Premises free and clear of all encumbrances, except as stated below:
 - a. Real estate taxes and assessments which are not due and payable as of the date of the closing;
 - b. All legal highways, easements;

- c. All easements, rights-of-ways, covenants, reservations, and restrictions of record; and
- d. All building and zoning laws, statutes, ordinances, codes, resolutions and regulations.

6. **Closing Expenses.** The expenses of closing described in this Agreement shall be paid in the following manner:

- a. The full costs of any title guarantee or other form of title certificate or title insurance to be paid by the Buyer;
- b. The cost of preparing any deed or other instruments required to convey title to Buyer in the manner described in this Agreement shall be paid by the Buyer (with the exception of any direct attorney fees or other professional fees that the Seller chooses to incur for the Seller's own benefit);
- c. The cost of preparing, executing and acknowledging any promissory notes and other instruments securing debts for financing this transaction, if applicable, shall be paid by the Buyer; and
- d. Any cost of transfer and recordation of title shall be paid by the Buyer.
- e. Seller shall be responsible for paying any and all realtor fees incurred by the Seller. The parties acknowledge that Buyer is not utilizing any realtor services.

7. **Real Estate Taxes.** Real estate taxes shall be prorated up to the date of closing.

8. **Condition of the Property.** The Premises is being purchased in its present physical condition, and the Buyer is relying solely upon such examination with reference to condition, value, character and size of the property and improvements and fixtures, if any.

9. **General Provisions.** The following general provisions shall apply to this Agreement.

- a. It is understood that this Agreement contains all of the terms and conditions agreed upon between the Seller and Buyer, and there are no outside conditions, representations, warranties or agreement.
- b. Each party hereby acknowledges receipt of a copy of this Agreement.
- c. This Agreement shall be governed by the laws of the State of Ohio.
- d. Time is of the essence in all provisions of this Agreement.
- e. This Agreement shall not be assigned by either party without the consent of the other party.
- f. This Agreement shall be binding upon and inure to the benefits of the parties, their heirs, executors, administrators, and assigns if such assignment is approved.
- g. Signatories of each of Buyer and Seller shall be authorized signatories.

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th of March, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments from the Commissioners' Office as follows:

Permanent Improvement Fund:
Amount: From: \$425,000.00 041.0041.550100 (Projects) To: 041.0041.550200 (Land)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments 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
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

David Bambauer Yes
David Bambauer

ABSENT
John N. Bergman

cc: County Auditor
✓ County Administrator

County Commissioners Office
Auglaize County, Ohio
March 7, 2024

NO. #24-148

IN THE MATTER OF AUTHORIZING THE SECUREMENT OF INTEREST COST FOR A NOTE NEEDED FOR THE BALANCE OF MONEY FOR THE EWALD DITCH IMPROVEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of March, 2024.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary, at this time, to obtain a note for the balance of money needed to complete the Ewald county ditch project; and,

WHEREAS, the County Engineer's office informed the Board of County Commissioners that the amount remaining as the unpaid balance from the total amounts assessed and the time period for the note is:

Ewald Ditch Improvement: Twenty (20) semi-annual installments note \$182,301.45.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the necessary steps to be taken to secure interest cost for said note for the balance of money needed to complete the above named Ditch improvement project in the amount 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
7th day of
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

ABSENT
John N. Bergman

cc: County Engineer
County Auditor

County Commissioners Office
Auglaize County, Ohio
March 7, 2024

NO. #24-149

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 7th day of March, 2024.

Commissioner David 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>
477752	\$1,064.80	AES Ohio
477767	\$332.00	Mile Creek
477805	\$370.00	Cameo
477851	\$858.99	Dominion Energy Ohio
477857	\$2,250.00	Schneider Geospatial
477869	\$773.75	Intrinsic Interventions
477869	\$395.00	Intrinsic Interventions
477869	\$690.00	Intrinsic Interventions

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

Adopted this
7th day
March, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

ABSENT
John N. Bergman

cc: County Auditor