

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD, AUGLAIZE COUNTY, OHIO TO FILE AN APPLICATION ON BEHALF OF THE CITY OF ST. MARYS WITH THE OHIO DEPARTEMENT OF DEVELOPMENT, OFFICE OF COMMUNITY DEVELOPMENT, FOR PROGRAM YEAR 2021 OHIO SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT, TARGET OF OPPORTUNITY, DOWNTOWNS BUILDINGS PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of March, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Department of Development allocated approximately \$2,000,000 for the PY2021 Ohio Small Cities Community and Economic Development Program, Target of Opportunity Grant Program; and,

WHEREAS, the CDBG Target of Opportunity Downtown Buildings Program provides communities with a means to fund worthwhile downtown building rehabilitation projects and qualify under the national objective of the elimination of slum and blight conditions; and,

WHEREAS, Auglaize County held the first required public hearing meeting for general CDBG Program funding on March 29, 2021, and held the seconded required program specific public meeting for CDBG Programs, including Target of Opportunity Downtown Buildings Program on February 28, 2022. This hearing provided citizen an opportunity to review and comment on the proposed projects before their submission to the Ohio Department of Development, Office of Community Development.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby:

SECTION 1. That the President is hereby authorized to file an application on behalf of the City of St. Marys for the PY2021 Ohio Small Cities Community Development Block Grant (CDBG), Target of Opportunity, Downtown Buildings Program as follows:

Activity 1: Private Rehabilitation (CDBG Funds)	Up to \$225,000
Activity 2: Administration (CDBG Funds)	Up to \$ 25,000
Total	Up to \$250,000

SECTION 2. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

SECTION 3. That this resolution shall take effect and be in force immediately after passage.

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

Adopted this
8th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSTAIN
Douglas A. Spencer

**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 9th day
of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS the mission of the Auglaize County Board of DD remains as strong as ever, ensuring
individuals with developmental disabilities have access to quality supports, providing them
opportunities to live, learn, work and play in their community; and,

WHEREAS the more than 360 people with developmental disabilities served by the Auglaize County
Board of Developmental Disabilities, their families, friends, neighbors, and co-workers
encourage everyone to focus on the abilities of all people; and,

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

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

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

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby
recognize the month of March 2022, within Auglaize County, as

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

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

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

Adopted this
8th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

IN THE MATTER OF APPROVING THE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE PREPARATION AND SUBMISSION OF THE PY2022 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT APPLICATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Ohio Department of Development, Office of Housing and Community Partnership, provides financial assistance to local governments for the purpose of addressing local housing needs; and,

WHEREAS, the Auglaize County Board of County Commissioners will be submitting an application to the Ohio Office of Housing and Community Partnerships for a Small Cities Community Development Block Grant Community Housing Impact and Preservation Program (CHIP) grant for PY2022 and,

WHEREAS, Poggemeyer Design Group, Inc. has submitted a letter contract to the Board for said firm to provide professional planning services to assist the County, for the lump sum fee of \$10,000.00, with the preparation of the PY2022 CHIP grant application, scheduling and convening the required public hearings, revamping the County's Housing Advisory Committee (HAC) and convening one meeting of said HAC and the submittal of said application for the PY2022 CHIP 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 Poggemeyer Design Group, Inc. for the assistance in the application procedure for the PY2022 CHIP Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambauer, to execute said letter contract.

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

Adopted this
8th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Poggemeyer Design Group, Inc.



A Kleinfelder Company

February 22, 2022

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

VIA E-mail: epreston@auglaizecounty.org

Re: PY2022 Community Housing Impact & Preservation (CHIP) Program
Auglaize County, Ohio
PDG Proposal No. MW221822.001P (351000)

Dear Ms. Preston:

As we discussed at our last meeting and per Resolution #22-062, Poggemeyer Design Group, Inc., A Kleinfelder Company (Kleinfelder-PDG) is providing this letter contract for review and execution. PDG proposes to provide professional planning services to assist the Auglaize County Board of Commissioners (Owner) with its PY2022 Community Housing Impact & Preservation (CHIP) Grant Application (hereinafter referred to as the "project").

Auglaize County shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the County will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of:

- Preparing the County's PY2022 CHIP Grant Application based on identified strategies outlined in the County's 2005-2009 CHIS and subsequent Housing Advisory Committee (HAC) recommendations;
- Assisting with scheduling and convening the required public hearings necessary for the submittal of the CHIP Grant Application;
- Assisting with updating the HAC to include the prerequisite members stipulated by the Office of Community Development (OCD);
- Convening the County's HAC for one (1) meeting to review pertinent housing data and to update the Community Services Resource Guide and Housing/Community Services Assessment as required by OCD. PDG will provide an overview of the current CHIS strategies and assist the HAC with formulation of County's PY2022 CHIP housing activity recommendations;
- Submitting the PY2022 CHIP Grant Application to the State of Ohio – OCD – by the tentative deadline of Wednesday, June 22, 2022.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services that our firm will provide, please contact our office as soon as possible.



POGEMEYER
DESIGN GROUP

A Kleinfelder Company

Erica Preston, County Administrator
February 22, 2022
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PDG will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of PDG's profession practicing in the same locality under similar conditions and at the date the services are provided. **NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.**

PDG will complete these services by the CHIP Grant deadline noted above and following execution of this agreement.

The fee for providing these services is a time and expense fee based on PDG's current hourly rate schedule with a maximum fee of **\$10,000**, which includes reimbursables.

If work activities are required which are not included in the basic services described above, PDG can provide these based on its current hourly rate schedule.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges.

PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified above.

If there are delays beyond one (1) month from the execution of this contract, an equitable adjustment of this fee will be negotiated, taking into consideration the impact of such delay. Changes in price indices and applicable pay scales will be considered in these negotiations.

If the County has a budgetary limit for this project, please provide this in writing, so that the project can be designed within those limitations.

This letter contract, with Exhibits A (2 pages) and B (1 page), represents the entire agreement between PDG and Auglaize County, Ohio in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign in the space provided below and return one entire contract to PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the County in writing.



A Kleinfelder Company

Erica Preston, County Administrator
February 22, 2022
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If there are any questions or you need additional information, please do not hesitate to contact this office.

Sincerely,

POGEMEYER DESIGN GROUP, INC.
(A Kleinfelder Company)

Lauren O. Falcone

Lauren Falcone
Department Manager

Accepted this 8th day of March, 2022 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: *David Bambarer*

Printed Name: *David Bambarer*

Title: *President*

Telephone/Fax #: *419-739-6710*

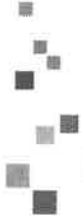


EXHIBIT A

1. OWNER'S RESPONSIBILITIES

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to PLANNER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects. OWNER shall provide unimpeded and timely access to the jobsite as may be required of PLANNER for the successful and timely performance of the services including third party sites.

2. REIMBURSABLE EXPENSES

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by PLANNER or PLANNER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; obtaining bids or proposals from Contractor(s); toll telephone calls; reproduction of reports, Drawings, Specifications, Bidding Documents; pictures, stakes, monuments, and similar Project-related items.

3. TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice and opportunity to cure) in the event of substantial failure by the other party to perform in accordance with the material terms hereof, through no fault of the terminating party. In the event of any termination, PLANNER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

4. SUCCESSORS AND ASSIGNS

OWNER and PLANNER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and PLANNER in respect to any covenants, agreements, and obligations of this Agreement. Nothing contained in this Agreement shall prevent PLANNER from employing such independent professional associates and consultants as PLANNER may deem appropriate to help in the performance of services hereunder.

5. LIMITATION OF LIABILITY CLAUSE

The PLANNER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement, and OWNER hereby releases PLANNER from any liability above such amount.



6. WAIVER OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for any consequential damages, including but not limited to, loss of profits, loss of use, incidental, indirect, exemplary, punitive, penal, multiple, or other special damages incurred by the other party or for which either party may be liable to any third party.



EXHIBIT B

1. CERTIFICATE OF OWNER'S ATTORNEY

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

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

Date: _____ Seal: _____

Signed: _____

Title: _____

2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

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

Date: 3-3-2022 Seal: _____

Signed: Janet Schuler

Title: Auglaize County Auditor

County Commissioners' Office
Auglaize County, Ohio
Marcy 8, 2022

NO: #22-107

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

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners did receive a \$400,000.00 grant through the State of Ohio's Comprehensive Housing Improvement Program for the acquisition & rehabilitation of housing units within the County; and,

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

Applicant: Roger Smith
Project Cost: \$29,820.00
(Private Rehab – CDBG Funds)
Contractor: Total Service Center
159 Koenig Road, St. Marys, OH
(CDBG funds) B-C-20-1AF-1

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

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

Adopted this 8th day
of March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Poggemeyer Design Group
✓ Clerk Esther Leffel

County Commissioners' Office
Auglaize County, Ohio
March 8, 2022

NO. #22-108

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

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners did receive a \$342,809.00 grant through the State of Ohio's Office of Community Development - PY2020 Community Housing Impact and Preservation Program and the Auglaize County Commissioners have committed \$93,022.00 from the Program Income Fund for the acquisition & rehabilitation of housing units within the County; and

WHEREAS, the following home repair project is ready to proceed:

Applicant: Matthew & Stephanie Thuman 118 S. Wentz Road, Wapakoneta, OH
Project Cost: \$7,945.00 (CDBG HR Funds) B-C-20-1AF-1
(Home Repair)

Contractor: Quality Mechanical Services

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

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

Adopted this 8th day
of March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Poggemeyer Design Group
✓ BOCC Clerk – Esther Leffel

IN THE MATTER OF AUTHORIZING THE REPLACEMENT OF THE MILESTONE 06 SERVER FOR THE COUNTY FROM PERRYPROTECH.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Cameron Ruppert, IT Manager submitted information to the Board of County Commissioners requesting to purchase the replacement of the Milestone 06 server for the county's computer system; and,

WHEREAS, a quotation which was obtained from PerryproTech for the above mentioned equipment at a cost of \$16,548.58; and,

WHEREAS, Mr. Ruppert requested that the Board authorize the acquisition of the Milestone 06 server for the county's computer system.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the acquisition of the Milestone 06 server from PerryproTech at the cost of \$16,548.58 as requested by the IT Manager; and,

BE IF FURTHER RESOLVED that the Board authorizes the IT Manager, Cameron Ruppert, to proceed with the purchase from PerryproTech for the above mentioned acquisition; and,

BE IT STILL FURTHER RESOLVED that the payment for this equipment is hereby ratified and funded through the (041) Permanent Improvement Fund and the Clerk will encumber the funds for this purchase.

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

Adopted this
8th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: IT Manager
✓ PerryproTech

IN THE MATTER OF APPROVING THE VOLUNTARY ACTION PROGRAM PHASE I PROPERTY ASSESSMENT PROPOSAL FROM CTL ENGINEERING OF OHIO, INC. FOR THE PROPERTY LOCATED AT N MAIN STREET, BUCKLAND, OHIO; AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID PROPOSAL.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio has a Brownfield Remediation Program grant available for abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances or petroleum; and,

WHEREAS, the County has identified the property located at N Main Street, Buckland, Ohio (the "Property"), to be a potential site for qualification of grant funding; and,

WHEREAS, the State of Ohio has indicated that a Voluntary Action Program Phase I property assessment would be necessary to confirm qualification; and,

WHEREAS, CTL Engineering has provided to the Board of Auglaize County Commissioners a proposal to conduct the Ohio Environmental Protection (OEPA) Voluntary Action Program (VAP) Phase I a Property Assessment for the Auglaize County Parcel No. F2000102200 located at N. Main Street, Buckland, Ohio 45819; and,

WHEREAS, the following is the total cost for the proposal:
Phase 1 - 22|51|0064|COL|PPL for \$6,875.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the property assessment proposal submitted by CTL Engineering of Ohio Inc. for the Voluntary Action Program Phase I for the approved mentioned parcel located in Buckland, OH; and,

BE IT FURTHER RESOLVED that the President of the Board of Auglaize County Commissioners, David Bambauer, is hereby authorized to execute Phase I proposal which will part of the resolution.

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

Adopted this
8th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: CTL Engineering of Ohio, Inc.
Auditor

Article 1. CLIENT'S RESPONSIBILITIES

1.1 Client shall provide to CTL such information as is available to CLIENT and CLIENT's consultants and contractors, and CTL shall be entitled to rely upon the accuracy and completeness thereof.

1.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, save and to hold CTL and CTL's sub-consultants harmless from and against all liability, damage, loss, claims demand, actions and expenses, (including attorney's fees and all other cost of defense) that arise out of, or are claimed to arise out of or be connected to the performance of the Client's Responsibilities under this Agreement (including inaccuracies or incompleteness with regard to information provided by or through CLIENT). The promise of indemnification in this Section shall not be construed to indemnify CTL for any loss or damage attributable to the negligent acts or omissions of CTL.

1.3 Entry. CLIENT shall ensure the right to entry onto PROJECT site for CTL.

Article 2. GENERAL CONDITIONS

2.1 CTL shall not be responsible for acts or omissions of any party or parties involved in the design or construction of the PROJECT when not retained directly by CTL.

2.2 Project Documents. When CTL does not prepare the Project Documents, CLIENT waives all claims against CTL arising from or in any way connected with errors, omissions, conflicts, or ambiguities contained therein.

2.3 CTL will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by CLIENT or its contractors, or safety precautions and programs incident thereto.

2.4 CTL Personnel. If CTL personnel are required to participate in claims involving the PROJECT arising from the work of others, CLIENT agrees to compensate CTL personnel for the time expended at CTL personnel's standard fee schedule. Upon request, CLIENT agrees to advance to CTL personnel a retainer for the estimated expected services.

2.5 Samples and Records. Unless stated otherwise in the accompanying Proposal, CTL will retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded. CTL will retain all pertinent records relating to the services performed for a period of one (1) year following submission of the report, during which period the records will be made available to CLIENT.

2.6 Various Investigations. If the scope of CTL's services includes a particular investigation of specific areas of buildings or samples of materials, CLIENT acknowledges that the investigation conducted and resulting report is not intended to represent an inspection of the entire building or of the materials sampled. There is and can be no guarantee that conditions at the point of testing will be identical to that of the entire testing site. Accordingly, CLIENT understands that conditions discovered during the course of the PROJECT, may result in variance to the original report and cause delay or increased cost.

2.7 CTL shall retain the copyright on all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by CTL as instruments of service. CTL will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or its authorized representative or as required by law.

Article 3. INSURANCE & BONDS

3.1 CTL maintains the following insurance for which it will provide an insurance certificate upon request: Worker's Compensation

Insurance; Professional Liability Insurance; General Liability Insurance; Auto Insurance.

3.2 Additional Insurance/Bonds. If CTL is required to obtain additional insurance to what it normally maintains or payment/performance bonds, the cost of such additional insurance/bonds shall be a reimbursable additional expense.

Article 4. LIMITATIONS ON LIABILITY / STANDARD OF CARE

4.1 To the maximum extent permitted by law, Client agrees to limit CTL's liability for CLIENT's damages, in contract, tort or otherwise, including consequential, exemplary, special, incidental or punitive damages and lost profits, to the sum of \$10,000 or CTL's fee, as provided in the Proposal, whichever is greater. This limitation shall apply to all causes of action in the aggregate.

4.2 CTL will exercise that degree of care and skill ordinarily exercised by engineering/testing firms providing similar services. Notwithstanding anything to the contrary CTL makes no other warranties, express or implied. CTL will provide only those services that, in the opinion of CTL, lie within the technical professional areas of skill of CTL and which CTL is adequately staffed and equipped to perform under the general direction of a Registered Professional Engineer.

Article 5. PAYMENT

5.1 CLIENT will pay CTL for services and expenses in accordance with the Unit Rates stated in the Proposal and if applicable, in accordance with CTL's Standard Fee Schedule. CTL's invoices will be presented at the completion of its work or monthly and shall be paid in full within thirty (30) days of receipt by CLIENT or its authorized representative.

5.2 Invoices that remain unpaid beyond thirty (30) days will be considered delinquent and shall be subject to a service charge at a rate of 1.0% per month of the unpaid balance amount. In the event that any invoice remains delinquent for 90 days or more, CTL reserves the right to suspend or terminate this Agreement and pursue any remedies available by law. In the event of suspension/termination CTL shall have no liability to client for delay or damages caused by such suspension or termination. If collection proceedings are initiated against CLIENT for any delinquent amount, CLIENT agrees to pay CTL's attorney's fees and collection costs.

5.3 CTL shall be paid in full for all services under this Agreement, including any overruns, or unforeseen services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT or others for compensation as a result of additional work completed. Such claims shall not delay payment of fees for services performed by CTL.

5.4 Payment: Client shall pay CTL within 30 days of receipt of CTL's invoice. If Client objects to said invoice it will provide detailed reasons for such objections within 10 days of receipt thereof. Interest at the statutory rate shall begin accruing 60 days after receipt of such invoice and if an invoice remains unpaid 90 days after receipt CTL shall have the right to immediately suspend services or terminate this Agreement without any liability to Client. CTL may pursue any remedies available by law including but not limited to collection proceedings. If CTL initiates collection proceedings against Client for any delinquent amount, Client agrees to pay CTL's attorney's fees and collection costs.

Further, Client agrees it shall not withhold any payment to CTL unless and to the extent Owner withholds payments to Client because of faulty work of CTL, even if Client erred in estimating the amount of work or duration of hours required to be performed by CTL and its subcontractors.

Article 6. NON-SOLICITATION AND LIQUIDATED DAMAGES

From the date of commencement of services until one year following the completion of services, CLIENT agrees that it shall not solicit or offer or provide employment to any CTL employee performing the services under this Agreement without the express written permission of an authorized CTL representative. CLIENT agrees that any such solicitation, offer or employment of any CTL employee who performed services under this Agreement would cause great or irreparable harm to CTL and that CTL would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the CTL employee (or former employee as the case may be) representing the cost of training a new employee. Accordingly, CLIENT agrees to pay CTL as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.

Article 7. TERMINATION

This Agreement may be terminated by either party upon receipt of written notice or by mutual written agreement. Termination shall be effective upon receipt of written notice by the non-terminating party, or immediately upon execution of a mutual written agreement. If this Agreement is terminated by either party, CTL shall be paid in full for all services, including overhead and profit, performed through the termination date and those expenses caused by the termination. CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

Article 8. MISCELLANEOUS

8.1 Integration and Binding Effect. This Agreement supersedes all prior understandings and agreements between the parties and binds the parties hereto, and their assigns and legal representatives of any type whatsoever, and shall not be modified unless done so in writing and signed by both parties.

8.2 Governing Law. This Agreement shall be interpreted, construed by and in accordance with the laws of the State of Ohio. In the event of litigation between the parties arising under or in connection with this Agreement, such litigation shall be brought in the Franklin County Court of Common Pleas or in the United States District Court for the Southern District of Ohio.

8.3 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the provisions hereof, which shall remain in full force and effect.

8.4 Mediation. In the effort to resolve any conflicts that arise CLIENT and CTL agree that as a condition precedent to litigation as provided in Section 8.2, all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree in writing otherwise. CLIENT and CTL further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties for those agreements.

8.5 Assignment. Neither CLIENT nor CTL may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

8.6 Waiver. The waiver by either party of any breach by the other party of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement.

8.7 Prevailing Wages. The Parties acknowledge that this Agreement is for professional services and is not subject to prevailing wage laws.

8.8 Equal Opportunity. CTL will comply with all applicable federal, state, and local government laws concerning discrimination. CTL does not discriminate against any party in violation of applicable laws for reasons including but not limited to: age, ancestry, citizenship, ethnicity, disability, race, religion, sex, sexual orientation, and veteran status.

8.9 Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, or by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt and shall be mailed to the addresses below.

8.10 Relationship. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CTL. CTL's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CTL because of this Agreement or the performance or nonperformance of services hereunder. Other than to CLIENT, CTL disclaims any duty to any other party or entity with respect to the materials or reports produced or services provided by CTL under this Agreement and no other party or entity may rely upon such without advance and express written permission of CTL and without such party or entity agreeing to be bound by the limitations, qualifications, terms, conditions, and indemnities set forth in this Agreement.

AGREEMENT FOR ENGINEERING AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is by and between CTL Engineering, Inc. ("CTL"), and

Auglaize County Board of Commissioners
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

("CLIENT"), who agree as follows:

PROJECT DESCRIPTION. CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The project is described as follows:

Project Name **Buckland Elementary School**
Proposal No. **22|51|0064|COL|PPL**

SCOPE OF SERVICES. CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree as follows:

If to CTL,

CTL Engineering, Inc.
Attn: Mr. C. K. Satyapriya
2860 Fisher Road
P.O. Box 44548
Columbus, Ohio - 43204-3538
USA

If to CLIENT,

Auglaize County Board of Commissioners
Attn : Erica L Preston
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

CTL Engineering, Inc.

(CTL)

Signature

Bipender Jindal P.E. Department Manager

Print Name & Title

Date

Auglaize County Board of Commissioners

(CLIENT)



Signature

David Bammer, 6000 President

Print Name & Title

March 8, 2022

Date

IN THE MATTER OF APPROVING THE HAZARDOUS MATERIAL SURVEY PROPOSAL FROM CTL ENGINEERING OF OHIO, INC. FOR THE PROPERTY LOCATED AT N MAIN STREET, BUCKLAND, OHIO; AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID PROPOSAL.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of March, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio has a Brownfield Remediation Program grant available for abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances or petroleum; and,

WHEREAS, the County has identified the property located at N Main Street, Buckland, Ohio (the "Property"), to be a potential site for qualification of grant funding; and,

WHEREAS, the State of Ohio has indicated that a Hazardous Material Survey would be necessary to confirm qualification; and,

WHEREAS, CTL Engineering has provided to the Board of Auglaize County Commissioners a proposal to conduct the Hazardous Material Survey for the Auglaize County Parcel No. F2000102200 located at N. Main Street, Buckland, Ohio 45819; and,

WHEREAS, the following is the total cost for the proposal:
Phase 1 - 22|51|0045|COL|PPL for \$5,500.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the proposal submitted by CTL Engineering of Ohio Inc. for the Hazardous Material Survey for the approved mentioned parcel located in Buckland, OH; and,

BE IT FURTHER RESOLVED that the President of the Board of Auglaize County Commissioners, David Bambauer, is hereby authorized to execute said proposal which will part of the resolution.

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

Adopted this
8th day of
March, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: CTL Engineering of Ohio, Inc.
Auditor

Article 1. CLIENT'S RESPONSIBILITIES

1.1 Client shall provide to CTL such information as is available to CLIENT and CLIENT's consultants and contractors, and CTL shall be entitled to rely upon the accuracy and completeness thereof.

1.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, save and to hold CTL and CTL's sub-consultants harmless from and against all liability, damage, loss, claims demand, actions and expenses, (including attorney's fees and all other cost of defense) that arise out of, or are claimed to arise out of or be connected to the performance of the Client's Responsibilities under this Agreement (including inaccuracies or incompleteness with regard to information provided by or through CLIENT). The promise of indemnification in this Section shall not be construed to indemnify CTL for any loss or damage attributable to the negligent acts or omissions of CTL.

1.3 Entry. CLIENT shall ensure the right to entry onto PROJECT site for CTL.

Article 2. GENERAL CONDITIONS

2.1 CTL shall not be responsible for acts or omissions of any party or parties involved in the design or construction of the PROJECT when not retained directly by CTL.

2.2 Project Documents. When CTL does not prepare the Project Documents, CLIENT waives all claims against CTL arising from or in any way connected with errors, omissions, conflicts, or ambiguities contained therein.

2.3 CTL will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by CLIENT or its contractors, or safety precautions and programs incident thereto.

2.4 CTL Personnel. If CTL personnel are required to participate in claims involving the PROJECT arising from the work of others, CLIENT agrees to compensate CTL personnel for the time expended at CTL personnel's standard fee schedule. Upon request, CLIENT agrees to advance to CTL personnel a retainer for the estimated expected services.

2.5 Samples and Records. Unless stated otherwise in the accompanying Proposal, CTL will retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded. CTL will retain all pertinent records relating to the services performed for a period of one (1) year following submission of the report, during which period the records will be made available to CLIENT.

2.6 Various Investigations. If the scope of CTL's services includes a particular investigation of specific areas of buildings or samples of materials, CLIENT acknowledges that the investigation conducted and resulting report is not intended to represent an inspection of the entire building or of the materials sampled. There is and can be no guarantee that conditions at the point of testing will be identical to that of the entire testing site. Accordingly, CLIENT understands that conditions discovered during the course of the PROJECT, may result in variance to the original report and cause delay or increased cost.

2.7 CTL shall retain the copyright on all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by CTL as instruments of service. CTL will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or its authorized representative or as required by law.

Article 3. INSURANCE & BONDS

3.1 CTL maintains the following insurance for which it will provide an insurance certificate upon request: Worker's Compensation

Insurance; Professional Liability Insurance; General Liability Insurance; Auto Insurance.

3.2 Additional Insurance/Bonds. If CTL is required to obtain additional insurance to what it normally maintains or payment/performance bonds, the cost of such additional insurance/bonds shall be a reimbursable additional expense.

Article 4. LIMITATIONS ON LIABILITY / STANDARD OF CARE

4.1 To the maximum extent permitted by law, Client agrees to limit CTL's liability for CLIENT's damages, in contract, tort or otherwise, including consequential, exemplary, special, incidental or punitive damages and lost profits, to the sum of \$10,000 or CTL's fee, as provided in the Proposal, whichever is greater. This limitation shall apply to all causes of action in the aggregate.

4.2 CTL will exercise that degree of care and skill ordinarily exercised by engineering/testing firms providing similar services. Notwithstanding anything to the contrary CTL makes no other warranties, express or implied. CTL will provide only those services that, in the opinion of CTL, lie within the technical professional areas of skill of CTL and which CTL is adequately staffed and equipped to perform under the general direction of a Registered Professional Engineer.

Article 5. PAYMENT

5.1 CLIENT will pay CTL for services and expenses in accordance with the Unit Rates stated in the Proposal and if applicable, in accordance with CTL's Standard Fee Schedule. CTL's invoices will be presented at the completion of its work or monthly and shall be paid in full within thirty (30) days of receipt by CLIENT or its authorized representative.

5.2 Invoices that remain unpaid beyond thirty (30) days will be considered delinquent and shall be subject to a service charge at a rate of 1.0% per month of the unpaid balance amount. In the event that any invoice remains delinquent for 90 days or more, CTL reserves the right to suspend or terminate this Agreement and pursue any remedies available by law. In the event of suspension/termination CTL shall have no liability to client for delay or damages caused by such suspension or termination. If collection proceedings are initiated against CLIENT for any delinquent amount, CLIENT agrees to pay CTL's attorney's fees and collection costs.

5.3 CTL shall be paid in full for all services under this Agreement, including any overruns, or unforeseen services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT or others for compensation as a result of additional work completed. Such claims shall not delay payment of fees for services performed by CTL.

5.4 Payment: Client shall pay CTL within 30 days of receipt of CTL's invoice. If Client objects to said invoice it will provide detailed reasons for such objections within 10 days of receipt thereof. Interest at the statutory rate shall begin accruing 60 days after receipt of such invoice and if an invoice remains unpaid 90 days after receipt CTL shall have the right to immediately suspend services or terminate this Agreement without any liability to Client. CTL may pursue any remedies available by law including but not limited to collection proceedings. If CTL initiates collection proceedings against Client for any delinquent amount, Client agrees to pay CTL's attorney's fees and collection costs.

Further, Client agrees it shall not withhold any payment to CTL unless and to the extent Owner withholds payments to Client because of faulty work of CTL, even if Client erred in estimating the amount of work or duration of hours required to be performed by CTL and its subcontractors.

Article 6. NON-SOLICITATION AND LIQUIDATED DAMAGES

From the date of commencement of services until one year following the completion of services, CLIENT agrees that it shall not solicit or offer or provide employment to any CTL employee performing the services under this Agreement without the express written permission of an authorized CTL representative. CLIENT agrees that any such solicitation, offer or employment of any CTL employee who performed services under this Agreement would cause great or irreparable harm to CTL and that CTL would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the CTL employee (or former employee as the case may be) representing the cost of training a new employee. Accordingly, CLIENT agrees to pay CTL as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.

Article 7. TERMINATION

This Agreement may be terminated by either party upon receipt of written notice or by mutual written agreement. Termination shall be effective upon receipt of written notice by the non-terminating party, or immediately upon execution of a mutual written agreement. If this Agreement is terminated by either party, CTL shall be paid in full for all services, including overhead and profit, performed through the termination date and those expenses caused by the termination. CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

Article 8. MISCELLANEOUS

8.1 Integration and Binding Effect. This Agreement supersedes all prior understandings and agreements between the parties and binds the parties hereto, and their assigns and legal representatives of any type whatsoever, and shall not be modified unless done so in writing and signed by both parties.

8.2 Governing Law. This Agreement shall be interpreted, construed by and in accordance with the laws of the State of Ohio. In the event of litigation between the parties arising under or in connection with this Agreement, such litigation shall be brought in the Franklin County Court of Common Pleas or in the United States District Court for the Southern District of Ohio.

8.3 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the provisions hereof, which shall remain in full force and effect.

8.4 Mediation. In the effort to resolve any conflicts that arise CLIENT and CTL agree that as a condition precedent to litigation as provided in Section 8.2, all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree in writing otherwise. CLIENT and CTL further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties for those agreements.

8.5 Assignment. Neither CLIENT nor CTL may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

8.6 Waiver. The waiver by either party of any breach by the other party of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement.

8.7 Prevailing Wages. The Parties acknowledge that this Agreement is for professional services and is not subject to prevailing wage laws.

8.8 Equal Opportunity. CTL will comply with all applicable federal, state, and local government laws concerning discrimination. CTL does not discriminate against any party in violation of applicable laws for reasons including but not limited to: age, ancestry, citizenship, ethnicity, disability, race, religion, sex, sexual orientation, and veteran status.

8.9 Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, or by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt and shall be mailed to the addresses below.

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AGREEMENT FOR ENGINEERING AND TESTING SERVICES

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Auglaize County Board of Commissioners
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

("CLIENT"), who agree as follows:

PROJECT DESCRIPTION. CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The project is described as follows:

Project Name **Hazardous Materials Surveys - Moulton & Buckland School Buildings**
Proposal No. **2215110045|COL|PPL**

SCOPE OF SERVICES. CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree as follows:

If to CTL,

CTL Engineering, Inc.
Attn: Mr. C. K. Satyapriya
2860 Fisher Road
P.O. Box 44548
Columbus, Ohio - 43204-3538
USA

If to CLIENT,

Auglaize County Board of Commissioners
Attn : Erica L Preston
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

CTL Engineering, Inc.

(CTL)

Signature

Bipender Jindal P.E. Department Manager

Print Name & Title

Date

Auglaize County Board of Commissioners

(CLIENT)

Signature

David Bamboonec, President

Print Name & Title

Date

March 8, 2022