County Commissioners Office
Auglaize County, Ohio
November 4, 2025

NO. #25-552

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENT.
****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

Municipal Court Fund:

Amount:	**From:**	**To:**
$10,000	**034.0034.530900 (Other Expenses) Muni Court Project**	**034.0034.530400 (Equipment)**

Public Defenders Office Fund:

Amount:	**From:**	**To:**
$500	**001.0605.530600 (Repairs)**	**001.0605.530700 (Travel)**

Auditor's Office Fund:

Amount:	**From:**	**To:**
$200	**001.0103.530600 (Contract Services)**	**001.0103.530900 (Other)**

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustment as mentioned 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
4th day of
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: County Auditor ✓
County Administrator ✓
Municipal Court ✓
Public Defender's Office ✓

Auglaize County Public Defender's Office

Nick A. Catania, Public Defender
Rob C. Wiesenmayer, II, Deputy Public Defender
Emily Rider, Deputy Public Defender

201 Willipie St., Suite 014
Post Office Box 180
Wapakoneta, OH 45895

Telephone: (419) 739-6796
FAX: (419) 739-6797

October 27, 2025

Auglaize County Commissioners
Auglaize County Administration Building
209 S. Blackhoof Street
Wapakoneta, OH 45895

Re: Budget Adjustment– Public Defender

Dear Sirs:

Due to a deficiency in the following account, I am requesting a Budget Adjustment as follows:

FROM: Account No. 001.0605.530600 – Repairs
TO: Account No. 001.0605.530700 – Travel
AMOUNT: $500.00

These funds are needed to reimburse employees for travel expenses.

Thank you for your time and consideration.

Sincerely,

AUGLAIZE COUNTY PUBLIC DEFENDER
by:

Nick A. Catania

NAC:mjc

JUDGE R. ANDREW AUGSBURGER
AUGLAIZE COUNTY MUNICIPAL COURT
201 WILLIPIE ST., SUITE 224
WAPAKONETA, OHIO 45895
(419) 739-6780

October 30, 2025

Re: Budget Adjustment

Dear Commissioners,

I would like to ask for the following budget adjustments to be made to the Other Expenses Muni Court Project and Equipment accounts:

From 034.0034.530900 to 034.0034.530400 in the amount of $10,000.00

Should you have any questions regarding this request please feel free to call.

Respectfully,

R. Andrew Augsburger
Municipal Court Judge

Linda Bice
Auglaize County Auditor
209 S Blackhoof St, Suite 102
Wapakoneta, Ohio 45895
419 739-6705
Fax 419-739-6706

November 3, 2025

Board of County Commissioners,

Please make the following budget adjustment.

From:	001.0103.530600 Contract Services	-200.00
To:	001.0103.530900 Other	+200.00

Thanks,

Linda Bice

Linda Bice
Auglaize County Auditor

County Commissioners Office
Auglaize County, Ohio
November 4, 2025

NO. #25-553

IN THE MATTER OF AUTHORIZING THE EMPLOYMENT OF HANK ELSHOFF AS THE RECYCLING LABORER POSITION AT THE AUGLAIZE COUNTY SOLID WASTE DISTRICT.

****

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 4th of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Alexa Schwaderer, District Coordinator of the Auglaize County Solid Waste District, informed the Board that the vacant position of Full-Time Recycling Laborer has been posted and interviews conducted. Hank Elshoff has been selected to fill the position; and,

WHEREAS, District Coordinator Alexa Schwaderer recommended that Mr. Elshoff to be hired to the position of Full-Time Recycling Laborer position; and,

WHEREAS, Mr. Elshoff was contacted about filling the Full-Time Recycling Laborer position on October 30, 2025, and accepted. His employment is to commence upon the successful completion of a pre-employment background check for the Auglaize County Solid Waste District with a starting pay rate of $19.00 per hour, with the potential of a $0.25 per hour increase following the probationary period.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the employment of Hank Elshoff to the position so mentioned above in the Auglaize County Solid Waste District; employment in accordance with the specifications as mentioned 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
4th day of
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N Bergman, yes
John N. Bergman

Douglas A Spencer, yes
Douglas A. Spencer

cc: Auglaize County Solid Waste District
Auditor
Hank Elshoff

The Auglaize County Solid Waste Management District
15502 Saint Marys River Road, P.O. Box 603, Saint Marys, Ohio 45885
Tel: (419) 394-1270

MEMORANDUM

Date: October 24, 2025

To: Board of County Commissioners

From: Solid Waste Management District

Subject: Recommendation for Hiring – Full-Time Recycling Laborer

---

The Solid Waste Management District announced the vacancy for a full-time Recycling Laborer position. As of October 23, 2025, a total of three applications were received — one complete application and two incomplete applications.

The complete applicant was interviewed on October 24, 2025, at 7:30 a.m. Following the interview and review of qualifications, the District determined that the candidate meets the requirements of the position and demonstrates the skills and reliability necessary for the role.

I would like to recommend that the open position of full-time Recycling Laborer be offered to Hank Elshoff.

Sincerely,

Alexa Schwaderer
District Coordinator

County Commissioners Office
Auglaize County, Ohio
November 4, 2025

NO. #25-554

IN THE MATTER OF AUTHORIZING THE QUOTE FROM PERRYPROTECH FOR MICROSOFT OFFICE 365 G3 GOVERNMENTAL COMMUNITY CLOUD PRICING AND INSTALLATION FEES FOR AUGLAIZE COUNTY FOR THE OFFICE 365 PROJECT AS REQUESTED BY THE INFORMATION TECHNOLOGY MANAGER.

****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Scott Stanford, County Information Technology Manager, met with the County Administrator and presented a quote and proposal number SMSQ47861-05 for the Microsoft Office 365 G3 Migration Project, Governmental Community Cloud pricing, and Installation Fees for a total of $111,458.40 from PerryproTech, and,

WHEREAS, PerryproTech is covered as an authorized government contractor under Contract number GS-35F-099BA for the GSA Multiple Award Schedule (MAS) where all federal agencies are able to contract directly through IT-CNP or through authorized government contractors; and,

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the quote as noted above at the total cost of $111,458.40; and,

BE IT STILL FURTHER RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the President of the Board to execute said quote.

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

Adopted this
4th day of
November, 2025

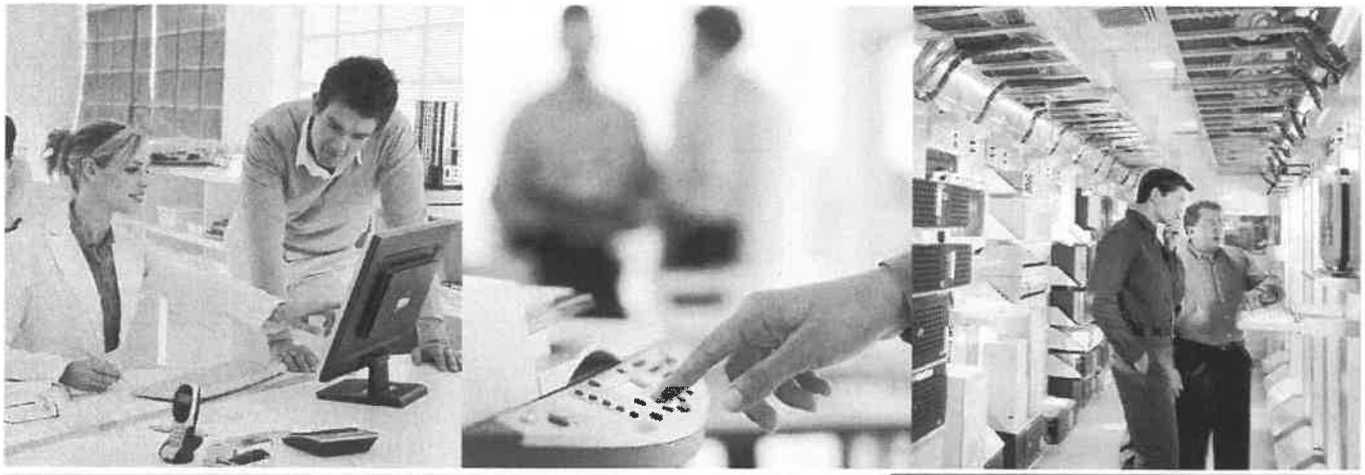
BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N Bergman, yes
John N. Bergman

Douglas A Spencer, Yes
Douglas A. Spencer

cc: IT Manager ✓
PerryproTech ✓
County Administrator ✓



Client Recommendation

PERRYproTECH

Network • Security • Technology

Prepared for:
Scott Stanford
Auglaize County Commissioners

Account Manager:
Mark Winner
(937) 494-2205
mwinner@PERRYproTECH.com

Date
10/22/25

Proposal #:
SMSQ47861-05

Office 365 Migration

Prepared By:
Nick Zircher

PERRY proTECH's estimated labor proposal has been created in collaboration with the client, and all reasonable efforts have been made to provide a comprehensive quote. Upon acceptance, PERRY proTECH will perform the services described in the estimate. Any additional services requested but not covered by the estimate will incur additional charges. These additional charges may include, but are not limited to, working with third-party software companies, extra project management, data migrations, or any unforeseen tasks discovered after the project commences.

All break-fix work not covered under an existing managed services plus or premium contract will be invoiced for at least one (1) hour. After the first hour, labor will be billed in 15-minute increments.

PERRYPROTECH
Network • Security • Technology

Quote Number: SMSQ47861-05
Document Date: 10/22/2025
Expiration: 10/25/2025

Office 365 Migration

Qty	Description	Unit Price	Ext. Price
240	Microsoft 365 G3 (Governmental Community Cloud Pricing)	$426.91	$102,458.40
1	Estimated Project Installation Fees - Actual hours will be billed. Perry proTECH will setup tenet on Office 365 Perry proTECH will setup migration software and migrate 20 users over to Office 365 Perry will provide an additional 8 hrs of Day two support. Client will perform install of updated Office Apps (Optional - SELECTED)	$9,000.00	$9,000.00

Pre-tax Total **$111,458.40**

*Any applicable sales taxes will be charged at the time of invoicing.

10/22/25 Authorized signature: David Bamsun

County Commissioners Office
Auglaize County, Ohio
November 4, 2025

NO. #25-555

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 DEPARTMENT OF DEVELOPMENT, OFFICE OF COMMUNITY INFRASTRUCTURE, FOR PROGRAM YEAR 2025 OHIO SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT DOWNTOWN BUILDINGS PROGRAM.

****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of November, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Department of Development allocated approximately $2,000,000 for the PY2025 Ohio Small Cities Community Development Flexible Grant Program; and,

WHEREAS, the CDBG Flexible Grant 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; and,

WHEREAS, Auglaize County held the first required public hearing for general CDBG Program funding on March 24, 2025, and will be holding the second required program-specific public hearing for the CDBG Flexible Grant Downtown Buildings Program, on November 19, 2025. This project-specific hearing will provide citizens an opportunity to review and comment on the proposed Flexible Grant project before its submission to the Ohio Department of Development, Office of Community Infrastructure.

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

SECTION 1. That the President is hereby authorized , following the completion of the necessary hearing(s), to file an application on behalf of the City of St. Marys for the PY2025 Ohio Small Cities Community Development Block Grant (CDBG), Flexible Grant Downtown Buildings Program as follows:

Activity 1:	Private Rehabilitation (CDBG Funds)	Up to $240,000
Activity 2:	Administration (CDBG Funds)	Up to $ 10,000
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
4th day of
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N Bergman, yes
John N. Bergman

ABSTAIN ,
Douglas A. Spencer

cc: Kleinfelder ✓
City of St. Marys ✓

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

Phone: 419-739-6710 **Fax: 419-739-6711**

November 4, 2025

TO: The Wapakoneta Daily News/The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Public Notice **to be published in the Wapakoneta Daily News & The Evening Leader**

Please publish, in the **smallest print possible**, in the Non-Legal Section of the newspapers, the accompanying Public Notice on Thursday, November 6, 2025.

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

Thank you.

Esther Leffel
BOCC Clerk

NOTICE OF SECOND PUBLIC HEARING
PY2025 Community Development Block Grant (CDBG)
Auglaize County Flexible Grant Downtown Buildings Program

The Auglaize County Board of Commissioners intends to apply to the Ohio Department of Development (ODOD) for funding under the Community Development Block Grant (CDBG) Small Cities Community Development Programs, federal programs administered by the State of Ohio. The first of two required public hearings was held March 24, 2025, to inform citizens about the CDBG program, eligible activities, and other requirements. The Board publicly solicited project proposals from villages, cities, townships, and other eligible entities in the County. Proposed use of funds is set forth below.

The County is eligible to request up to $250,000 of CDBG Community Development Flexible Grant funds for Downtown Revitalization on West Spring Street in St. Marys, Ohio, providing program requirements are met. Based on citizen input and local officials' assessment of needs, compliance with a CDBG National Objective (Elimination of Slum and Blight), inclusion in the County's Community Development Implementation Strategy (CDIS), number of beneficiaries served, and number of previous awards, the Board is proposing to use the CDBG Flexible Grant Downtown Building funds as follows:

1) Building Rehabilitation

(CDBG Funds for one (1) building: 115-123 West Spring Street)	Up to $240,000

Flexible Grant Program activities satisfy the Elimination of Slum/Blight National Objective. Private funds are also being committed to building rehabilitation.

2) Administration (CDBG Funds)	Up to $10,000
Total	Up to $250,000

A second public hearing will be convened by the Board on November 19, 2025 at 10 a.m. in the Commissioners Chambers located in the Administration Building, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 to give citizens an opportunity to review and comment on the County's proposed project before the grant application is submitted to ODOD on or before December 1, 2025.

Citizens are encouraged to attend this public hearing to express their views concerning the application. Should any participant require auxiliary aids due to disability or non-English languages, please contact this office at least one week prior to the hearing date to ensure needs will be accommodated. Citizens wishing to submit written comments prior to the hearing may direct them to County Administrator Erica Preston at the address given or via email at epreston@auglaizecounty.org.

By Order of the Board of County Commissioners, Auglaize County, Ohio

David Bambauer, President
Douglas A. Spencer
John N. Bergman

Publish: November 6, 2025, Non-Legal Section (Block Ad). Furnish one (1) affidavit.

County Commissioners' Office
Auglaize County, Ohio
November 4, 2025

NO. #25-556

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

****

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 4th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

From: 001-0905-533500 – Public Assistance Grant
Amount: $ 5,233.00
To: 006-0400-400101 – Public Assistance

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

Adopted this 4th day
of November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N Bergman, yes
John N. Bergman

Douglas A Spencer, yes
Douglas A. Spencer

cc: County Auditor ✓
Jobs & Family Services ✓

County Commissioners Office
Auglaize County, Ohio
November 4, 2025

NO. #25-557

IN THE MATTER OF APPROVING THE AGREEMENT TO THE ARTICLES OF AGREEMENT WITH JOHN G. CLEMINSHAW, INCORPORATED OF SELECTED PROPERTIES NEW CONSTRUCTION AND MAINTENANCE OF RECORDS FOR AUGLAIZE COUNTY, OHIO FOR 2026 AND 2027 FOR THE COUNTY AUDITOR'S OFFICE; AUTHORIZING THE EXECUTION OF SAME.
****

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, County Auditor Linda Bice submitted an agreement to the Articles of Agreement for the appraisal of selected properties for new construction and maintenance of records for Auglaize County, Ohio for the years of 2026 and 2027; and,

WHEREAS, John G. Cleminshaw, Incorporated, an Ohio corporation, hereinafter called the **Company**, hereby proposes to assist the Auglaize County Auditor, hereinafter called the **County Auditor**, in the appraisal and annual maintenance of certain properties to be designated by the County Auditor for the tax years of 2026 and 2027; and,

WHEREAS, the Board was asked to approve the agreement to the proposal with the **Company** as presented as it meets with the **County Auditor**'s satisfaction.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the agreement to the Articles of Agreement from John G. Cleminshaw as mentioned above for the County Auditor's office; and,

BE IT FURTHER RESOLVED that the Board authorizes the execution of said agreement.

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

Adopted this
4th day of
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: County Auditor ✓

ARTICLES OF AGREEMENT
THE 2026 TRIENNIAL REVALUATION
FOR
AUGLAIZE COUNTY, OHIO

John G. Cleminshaw, Incorporated, an Ohio corporation, hereinafter referred to as the ***Company***, hereby agrees to assist the County Auditor of Auglaize County, State of Ohio, hereinafter referred to as the ***County***, to conduct a program wherein the values determined for the recently completed 2023 revaluation of Auglaize County, Ohio will be trended to reflect the values as of January 1, 2026, in accordance with the pertinent rules and regulations of the Ohio Department of Taxation and Ohio State Law, specifically Section 5703-25-06 (C) to (F) of the Ohio Revised Code.

1.0 STARTING AND COMPLETION DATES

1.1 The Company proposes to start the work on or before November 18, 2025 provided that this Agreement has been executed prior to this date and is approved by the Tax Commissioner.

1.2 The Company agrees that all work scheduled for delivery on or before March 31, 2026 shall be completed in time to use the values of real property in connection with the tax list and duplicate for the collection of taxes for tax year 2026. The aforementioned work does not include informal review meetings and Board of Revision hearings, which shall be mutually scheduled subsequent to the completion of all Triennial Revaluation work, pursuant to rule 5703-25-07 of the Administrative Code and in accordance with section 5715.34 of the Revised Code. All aspects of this Agreement shall be subject to O.A.C.5703-25-08(F)(5).

1.3 In the event the Company is unable to start the appraisal work on the date set in this Agreement for any reason, then the Company shall immediately notify the Tax Commissioner and shall appear before said Commissioner to explain, under oath, the reason or reasons it is unable to start the appraisal work.

1.4 In the event that all services covered by this Agreement, except the Support of Values, are not completed by March 31, 2026, all payments under the Agreement shall be suspended at that time, and a penalty of two hundred dollars ($200.00) per day shall be charged against the Company beginning April 1, 2026. Said penalty shall apply to each day thereafter, excluding Saturdays, Sundays, and legal holidays, and to the date of full and complete compliance by the Company of the terms of the Agreement. In the event that it is necessary for the County Auditor to suspend all payments under this Agreement for the failure of the Company to complete all the services set forth in this Agreement on the date of completion agreed to herein, no further payment shall be made to the Company under this Agreement without the approval of the County Prosecuting Attorney and the approval of the Tax Commissioner being first obtained. Liability for late delivery of services by the Company as specified within this Agreement shall be limited to the above penalty.

1.5 The Company shall not be liable for, and the County shall not be entitled to impose, any penalty as a result of any delay in the completion of the Work caused by reason of war, insurrection, strike, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Agreement, or any other cause beyond the reasonable control of the Company. If the Company maintains that the appraisal could not be completed within the time set in this Agreement because any such delays have occurred, the Tax Commissioner shall hear the matter and if, in the Commissioner's opinion, which shall be final, the delay was actually caused by any of the above stated reasons or for any other good reason over which the Company has no control, then the penalty provided for in the Agreement shall be dispensed with for any delay to which this section applies, and the delay shall act as an automatic extension of this Agreement, subject to the Tax Commissioner's prior written approval, and also subject to O.A.C. 5703-25-08(F)(5).

1.6 The Project shall be considered complete, exclusive of support of values at informal and formal hearings, following delivery of the completed appraised values to the County.

2.0 <u>SCOPE OF WORK AND DELIVERABLES</u>

2.1 So long as the Company agrees to follow the County's cyber security policies, the Company shall be permitted the use of the County's computer system and associated appraisal software in order to test the assessment trending factors and generate required supporting computer documentation

2.2 Personnel

The Company shall provide only experienced and qualified personnel to conduct all phases of the 2026 Triennial Revaluation wherein valuations of property are established.

All Company employees will act in performance of this Agreement in an independent capacity, and not as officers or employees or agents of the Auditor. It is the intention of the Auditor and the Company that no employment relationship be created. The Company shall be responsible for withholding and paying all employment taxes and providing coverage for Worker's Compensation.

2.3 Supervision

It is specifically understood and agreed that in the reappraisal of properties covered by this Agreement, the County Auditor shall act and serve as Chief Appraiser. The Company's supervisor shall, at regular intervals, meet with the County Auditor to discuss the progress and various other details of the program. However, all decisions as to final assessed valuations, procedures followed and forms used shall be made by the County Auditor. Additionally, progress of work reports shall be made by the Company's management during the course of the project and submitted to the Auditor, and likewise as determined and requested by the tax commissioner on D.T.E. form 108.

2.4 Collection of Sales Data

The Company will analyze market value transactions occurring within Auglaize County, Ohio for the years 2023, 2024, 2025 and the first quarter of 2026.

Basic information regarding sales data will be provided to the Company by the County's staff. All selected market data will be reviewed by the Company, and whenever necessary checked in the field, to substantiate that the attributes of the sales data are reasonably correct and represent arm's length transactions. If it is mutually agreed upon by the Auditor and the Company to utilize a questionnaire to validate sales, the format of such questionnaire must be approved by the Auditor prior to utilization.

DEFINITION OF MARKET VALUE

Based on standards provided by the Office of Comptroller of Currency (OCC) and the Office of Trust Supervision (OTS), and being in conformity to the Uniform Standards of Professional Appraisal Practice (USPAP), Market Value is defined as: "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;

2. both parties are well informed or well advised, and acting in what they consider their best interests;

3. a reasonable time is allowed for exposure in the open market;

4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." [1]

2.5 Sales Ratio Studies

The Company will analyze sales information and compare these sales with the existing values for each of the subject properties, in those areas identified as requiring review.

2.6 Neighborhood Delineation

As neighborhoods are in continual transition, the Company will continue to review the existing neighborhood boundaries, and shall make recommendations to the Auditor in the event the Company determines an adjustment is appropriate.

2.7 Public Relations

The parties recognize that good public relations are vital to the success of the reappraisal project. During the progress of the work, the Company's employees shall endeavor to promote understanding and amicable relations with taxpayers and all members of the public. Newspaper releases or other publicity shall be examined and approved by the County Auditor prior to release. The Company shall make available suitable speakers when officially requested to acquaint group gatherings with the nature of the project.

[1] The Appraisal of Real Estate, Twelfth Edition, Pages 22, 23, published in 2001 by the Appraisal Institute

2.8 Determination of Assessment Trending Factors

The Company will calculate pertinent and meaningful assessment trending factors which are a function of the percent change indicated by sales within the district boundaries for the various required taxing districts. The methods and techniques to be utilized in determining the assessment trending factors shall be subject to the approval of the County Auditor.

2.9 Recalculation of Values

Following determination of the proper percentage for assessment trending purposes within each classification and within each separate taxing district and upon approval of the County Auditor, the County will cause to have recalculated the value for each and every parcel of real estate so that the revaluation will represent each property's true value as of January 1, 2026. All improvement to land cost tables will be updated by virtue of the aforementioned trending, and all applicable calculations will be applied.

2.10 Updating of Records

The County, should it choose, will make any necessary changes to the current records of real property, in order to reflect the new value for January 1, 2026. The County shall be responsible for all data entry functions. Additionally, all business relations involving computer hardware and software including ongoing support shall be the responsibility of the County and shall be at no cost to the Company.

2.11 Instructions to County Auditor's Staff

Ample copies of all pertinent real estate appraisal data shall be left with the County Auditor for her full use and benefit in connection with valuations established.

Instruction shall be offered to the personnel of the County Auditor's office in the use of said data so that the system may be maintained through future years.

2.12 Support of Values

In the event of appeals to the Board of Revision, to the Board of Tax Appeals, or to Common Pleas Court, there shall be a competent Company witness available to testify, who can qualify as an expert, who has personally inspected the real property in litigation and has made his/her appraisal thereof. This service will be provided by the Company at no additional cost to the County.

Within ten days after filing the notice of appeal from a decision of the County Board of Revision in any valuation complaint, the Company or individual appraiser shall be notified by the County Auditor that such notice has been filed and the Company shall see that a competent witness is well prepared to give proper evidence and testimony at such time as the appeal is heard by either the Board of Tax Appeals or the court of Common Pleas and the witness must be one who can qualify as an expert and who has personally inspected the property in litigation and has made his/her independent written appraisal thereof.

In the event the Company is called upon by the Auditor to support and defend the values determined during the course of these appraisals, before a court of competent jurisdiction, an administrative board, or similar authority; the Company will do so at no additional cost to the County.

The Company shall also provide assistance with up to two weeks of Informal Hearings at no additional cost to the County. Any time requesting beyond the initial two weeks shall be billable at mutually agreeable per diem rates.

3.0 COMPENSATION

3.1 As compensation for the Company's performance of its obligations under this Agreement, the County agrees to pay the Company a fee not to exceed:

TWENTY-EIGHT THOUSAND DOLLARS
($28,000.00)

The Company's fee shall be based upon per diem rates of $765.00 for the services of the Company's Project Manager and $935.00 for the services of the Company's President.

A person day for purposes of this Project shall be defined as a full eight (8) hour work day, all of which is spent working directly on the Project. Any partial days shall be billed in hourly increments of the per diem rates cited here with a minimum allocation of four (4) hours. The County will not be billed for time spent by Company employees traveling to and from Auglaize County.

4.0 TERMS OF PAYMENT

4.1 Payment shall be made by the County progressively in accordance with statements submitted by the Company at the end of each month, less ten percent (10%) retainage. Said retainage, less two percent (2%) of the final Compensation (Paragraph 3.0) shall be paid immediately following inspection and approval of values by the Ohio Department of Taxation. The final two percent (2%) of the Compensation (Paragraph 3.0) shall become due and payable following resolution of the complaints heard during the formal hearings listed in the Support of Values Section (Paragraph 2.14).

4.2 Monthly payments shall be made promptly in response to the Company's monthly invoices for all categories of services rendered under this Agreement. In the event of failure to make any payment due the Company on account for its services within thirty (30) days after the date of the Company's invoice, the Company may, after giving seven (7) days written notice to the County, suspend services under this Agreement until said invoice has been paid.

4.3 It is to be understood that the Company shall not be obligated to deliver work to the County if said County has failed to make payments to the Company concurrent with the progress of the program.

5.0 GUARANTEE OF SATISFACTORY PERFORMANCE

5.1 The Company guarantees to perform the services described within this Agreement to the complete satisfaction of the Auglaize County Auditor. If at any time during the performance of the work encompassed within this Agreement the Auditor should be dissatisfied with the Company's performance for any reason, the work in question shall be redone to the complete satisfaction of the Auditor at no additional cost to the County.

6.0 INSURANCE

6.1 The Company agent agrees to defend and indemnify the County, its employees and agents against claims for bodily injury, death and property damage resulting from action of the Company, its employees and agents arising in the course of the Company's performance of this Agreement, and with respect to which the County is free from active negligence on the part of itself, employees, and agents. The Company shall not be responsible for consequential or compensatory damages arising from the late performance, or non-performance of this Agreement caused by circumstances which are beyond the Company's control.

6.2 The Company agrees that it will at all times during the term of this Agreement have and keep in force a general liability insurance policy in the amount of not less than $500,000.00 for property damage and $1,000,000.00 for bodily injury. The Company also agrees that it will name the County as an additional insured and to provide the County with a certificate of insurance that includes the above terms.

6.3 The Company shall carry Worker's Compensation in accordance with State Law.

7.0 ADDITIONAL CONDITIONS

7.1 In addition, the County and the Company agree to the following:

During the course of this Project, the Company shall be permitted the use of existing property appraisal records, sales data, and related appraisal/computer data currently on file in the Auditor's office. Any and all such records and data shall be returned to the Auditor in good condition at the completion of the project. The cost of any programming, computer run-time, or print-time shall be provided for by the County. Any programs required for completion of this project shall be requested by the Company and shall receive prior approval by the Auditor before implementation.

8.0 AUTHORITY OF INDIVIDUALS

8.1 The individuals executing this Agreement represent they have full authority to bind the County and the Company respectively. In the event this Agreement extends beyond the term of office of any individual so executing this Agreement, the individual represents she has the authority to bind her successor during his/her term and for the period of the Agreement, or any extension thereof.

8.2 The County represents that it is a duly authorized County of the State of Ohio and Company represents that it is an Ohio corporation and qualified to do business in the State of Ohio.

9.0 SUBCONTRACTING

9.1 The Company agrees that no subcontracting of all or any part of the services provided for under this Agreement shall be permitted without the written consent of the County Auditor and the Tax Commissioner being obtained prior to execution of the subcontract.

10.0 QUALIFIED PROJECT MANAGER

10.1 The qualified project manager assigned to this project shall be John D. Cleminshaw. Evidence of Mr. Cleminshaw's successful completion of IAAO Course 300 – Fundamentals of Mass Appraisal can be found in the form of a copy of his Certificate of Completion, which is attached to this Agreement.

11.0 APPRAISER-IN-CHIEF

11.1 Notwithstanding anything to the contrary stated herein, the Company shall at all times be in an advisory capacity to the County. It is further understood that the Auglaize County Auditor will act and serve as Appraiser-in-Chief and that all personnel, procedures, techniques, and related forms will be subject to her final approval. In addition, as County Auditor, she will have the right to make all final decisions pertaining to assessed valuations and taxable or tax exempt status.

12.0 NOTICES

12.1 All notices given by one party to the other under this Agreement shall be in writing and shall be sent by certified or registered mail to:

HONORABLE LINDA BICE
AUGLAIZE COUNTY AUDITOR
209 S. BLACKHOOF STREET
SUITE 102
WAPAKONETA, OHIO 45895

-OR-

MR. JOHN DAVID CLEMINSHAW
JOHN G. CLEMINSHAW, INCORPORATED
3928 CLOCK POINTE TRAIL, SUITE 103
STOW, OHIO 44224

12.2 Or, in such other manner as the parties may instruct by notice.

13.0 SEVERABILITY

13.1 If any provision of this Agreement shall be adjudged to be legally invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement and the whole Agreement shall be construed as if not containing the provision and, thereafter, the rights and obligations of the parties shall be construed and enforced accordingly under the remaining Agreement.

13.2 Should the Ohio Legislature institute changes to property assessment which would effectively render the 2026 Triennial Update project unnecessary, this Agreement shall be voided and both parties to this Agreement shall release the other from any obligations not withstanding work already executed and delivered up to the point of the newly instituted legislation.

14.0 ASSIGNMENT OF OR DEPARTURE FROM THE AGREEMENT

14.1 The Company shall not assign or transfer this Agreement or any interest herein without first receiving written approval from the County and the Tax Commissioner, and there shall be no departure, changes, or alterations from the terms of the Agreement without first obtaining written approval from the Tax Commissioner.

15.0 ENTIRE AGREEMENT

15.1 This Agreement contains the complete and entire Agreement between the parties, and may not be altered or amended except in writing by making specific reference to this Agreement, and being executed by a duly authorized officer of the Company and by a duly authorized official of the County, and in addition, this Agreement shall not be effective until it is approved by the Tax Commissioner.

Submitted this 28th day of October, 2025.

John David Cleminshaw, President
JOHN G. CLEMINSHAW, INCORPORATED

Accepted this 4th day of November, 2025

Linda Bice
AUGLAIZE COUNTY AUDITOR

David Bambauer, Commissioner

John N. Bergman, Commissioner

Douglas A. Spencer, Commissioner

Ohio Ad Valorem School

ATTENDANCE CERTIFICATE
FOR CONTINUING EDUCATION IN APPRAISAL

John G Cleminshaw ACG.0000383327
Name of Attendee Real Estate File Number

3928 Clock Pointe Tr. Ste 103, Stowe OH 44224
Home or business Address

This attendee has successfully passed a comprehensive exam and completed **30** clock hours of continuing education in:

Fundamentals of Mass Appraisal
Title of approved offering, course, seminar, or conference

Offering was 90% or better attended on the date(s) of **December 2 - 6, 2013** at this location:

4100 Miller-Valentine Court City **Moraine** State **Ohio**

I certify that these hours meet the requirements for Continuing Education under Section 4735 of the Ohio Revised Code.

Name of Verifier (typed) **Robert P Graham II, AAS** Date of Issuance **December 23, 2013**

Robert P. Graham, AAS
Ohio Ad Valorem School

J11300205A 12
ODOC Course Certification Number

12762 Osborne Ave NE, Alliance OH 44601-9731
Verifier Address City, State, Zip Code

12/31/2013
Expiration Date

ATTENDANCE CERTIFICATE FOR
CONTINUING EDUCATION IN APPRAISAL

This will verify that

John David Cleminshaw
ATTENDEE

ACG.0000383327
APPRAISER CERTIFICATE NUMBER

3928 Clock Pointe Trl Ste 103, Stow, OH 44224
Home or Business Address

successfully completed **7** clock hours of continuing education in:

The Sales Comparison Approach
Title of approved offering, course, seminar, or conference

Offering was 90% or better, attended on the date(s) 04/25/2024

at the following location and street address: **www.mckissock.com**

I/we certify that these hours meet the requirements for Continuing Education under Section 4763 of the Ohio Revised Code.

VERIFIER

Jackie Vincent
Signature

DATE OF ISSUANCE **04/25/2024**

Jackie Vincent
Typed Signature

McKissock
Name of School or Source

PO Box1673, Warren, PA 16365
School or Source's Address

COURSE CERTIFICATION NUMBER

913404412A 23

ATTENDANCE CERTIFICATE FOR
CONTINUING EDUCATION IN APPRAISAL

This will verify that

John David Cleminshaw	**ACG.0000383327**
ATTENDEE	APPRAISER CERTIFICATE NUMBER

3928 Clock Pointe Trl Ste 103, Stow, OH 44224
Home or Business Address

successfully completed **7** clock hours of continuing education in:

Intro to Appraising Owner-Occupied Commercial Properties
Title of approved offering, course, seminar, or conference

Offering was 90% or better, attended on the date(s) 04/23/2024

at the following location and street address: **www.mckissock.com**

I/we certify that these hours meet the requirements for Continuing Education under Section 4763 of the Ohio Revised Code.

VERIFIER Signature Jackie Vincent

DATE OF ISSUANCE **04/23/2024**

Jackie Vincent
Typed Signature

McKissock
Name of School or Source

PO Box1673, Warren, PA 16365
School or Source's Address

COURSE CERTIFICATION NUMBER

913406801A 24