

IN THE MATTER OF AUTHORIZING THE PROGRAMMING APPLICATION FOR AIRPORT UTILITY & DRAINAGE REHABILITATION PHASE 1 – CONSTRUCTION & CM/A; UPDATE EXHIBIT “A” FUNDING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR THE NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th of December, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Delta Airport Consultants, Inc. informed the Board of County Commissioners that it is time to make the “PROGRAMMING APPLICATION” SF424 (FY 2015 Airport Improvement Program) application for funding of the Airport Utility & Drainage Rehabilitation – Phase 1 – Construction & CM/A and update Exhibit “A” for the Neil Armstrong Airport; and,

WHEREAS, the Auglaize County Airport Authority Board has recommended that the Board of Auglaize County Commissioners approve and submit the Programming Application SF424 to the Federal Aviation Administration; and,

WHEREAS, the application and supporting documentation for the proposed projects for the airport, utilizing FY2015 Airport Improvement Program grant funds in the amount of \$1,080,000.00 have been submitted to the Board for approval and execution; and,

WHEREAS, a local match of funding in the amount of \$120,000.00 is required for this grant with the Auglaize County Board of Commissioners committing to the payment of this “local match” in the full amount.

THEREFORE, **BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the application to the Federal Aviation Administration for the FY 2015 Airport Improvement Grant funds in the amount of \$1,080,000.00 for the about mentioned purposes at the Neil Armstrong Airport; and,

BE IT FURTHER RESOLVED the Auglaize County Board of Commissioners is responsible for payment of the local match in the amount of \$120,000.00 for this grant making the total available funding, \$1,200,000.00; and,

BE IT FURTHER RESOLVED that the Board does authorize John N. Bergman, as President of said Board to execute the grant application.

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

Adopted this
11th day of
December, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

- ✓ cc: Auglaize County Airport Authority – Todd Kitzmiller
- ✓ Airport Manager – Matthew Bailey
- ✓ Delta Airport Consultants, Inc. – Rick Grice
- ✓ FAA – Detroit Office – Ms. Mary Jagiello

CERTIFICATION

I, as Clerk of the Board of County Commissioners, Auglaize County, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. _____ passed by the Board of County Commissioners of Auglaize County, Ohio, on December 11, 2014.

Esther Leffel, Clerk
Board of County Commissioners
Auglaize County, Ohio

Dated: _____

IN THE MATTER OF APPROVING THE AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP) FY 2016 TO FY 2025 FOR THE NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 11th of December, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Airport Authority has reviewed and approved the ten (10) year Capital Improvement Program (CIP) for the FY 2016 – FY 2025; and,

WHEREAS, the Auglaize County Airport Authority Board has recommended that the Board of Auglaize County Commissioners approve and submit the Airport Capital Improvement Program to the Ohio Department of Transportation, Office of Aviation.

THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Airport Capital Improvement Program (CIP) FY 2016 – FY 2025; and,

BE IT FURTHER RESOLVED that said Board of County Commissioners does authorize the President of the Board to execute the Airport Capital Improvement Program (CIP)

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

Adopted this
11th day of
December, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

- Matthew Bailey, Airport Manager
- Auglaize County Airport Authority – Todd Kitzmiller, President
- Delta Airport Consultants, Inc. – Rick Grice
- ODOT – Office of Aviation

IN THE MATTER OF APPROVING THE AGREEMENT/AMENDMENT TO THE PROGRAMMATIC AGREEMENT FOR COORDINATION WITH THE OHIO STATE HISTORIC PRESERVATION OFFICE; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE OF THE AGREEMENT/AMENDMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County has, in the past, participated in a Programmatic Agreement for Coordination with the Ohio Historic Preservation Office for the Administration of Community Development Block Grant and Home Investment Partnership funded activities which benefits the County's Community Housing Impact and Preservation Program; and,

WHEREAS, the agreement presently in place is due to expire on December 31, 2014; and,

WHEREAS, an updated Programmatic Agreement for Coordination, which extends this agreement to December 31, 2019, has been submitted to the Board of County Commissioners for approval and execution.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Programmatic Agreement for Coordination with the Ohio Historic Preservation Office; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does hereby authorize the President of the Board, John N. Bergman, to execute said Agreement.

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

Adopted this
11th day of
December, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

✓ cc: Poggemeyer Design Group – Gayle Flaczynski

PROGRAMMATIC AGREEMENT

for Coordination

between

County of Auglaize

and the

Ohio State Historic Preservation Office

for the

Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant (CDBG) and other funds to the State of Ohio Development Services Agency (“State”); and

WHEREAS, the State has awarded CDBG and other funds to County of Auglaize (hereinafter referred to as “grantee”); and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places (“National Register”); and

WHEREAS, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (“NHPA”)(16 U.S.C. 470); and

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. Archaeology

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

II. Exempt Activities

- A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.
1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
 2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.
- B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:
1. Non-Construction Work and Development, General Exclusions
 - a. Public service program that does not physically impact buildings or sites.
 - b. Architectural and engineering design fees and other non-construction fees and costs.

- c. Rental or purchase of equipment that does not physically impact buildings or sites.
- d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
- e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
- f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
- g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
- h. Rehabilitation of mobile and manufactured homes.
- i. Loans used to fund rehabilitations of buildings less than fifty years old.

2. Site Work

- a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.
- b. New curb cuts and simple accessibility improvements at roadway crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.
- c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
- d. Installation of exterior lighting fixtures on poles outside of individual properties, including parking lots, sidewalks, and freestanding yard lights; installation of new or replacement lighting fixtures that are to be attached to a building less than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
- e. Installation of emergency public warning sirens on existing poles and new poles; installation of emergency public warning sirens to a building less than fifty years old.
- f. Within previously excavated trenches, the repair, maintenance, or replacement of existing residential water and sanitary sewer connections and lines. This exemption does not apply to the installation of water or sewer main lines, but only to connections between individual properties and existing public systems.
- g. Repair, in kind replacement, or reconstruction of existing catch basins.

- h. Replacement of utility meters on buildings in the same location as existing.

3. Exterior Rehabilitation

- a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
- b. Repair of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials matches existing features in composition, design, color, texture, and other visual and physical qualities.
- c. Foundation repair.
- d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulant paint. No abrasive cleaning is permitted for the removal of any building materials.
- e. Caulking, reglazing, and weather-stripping.
- f. Installation of screens and storm windows, provided that they:
 - i. Completely fill the original window opening.
 - ii. Match the meeting rail or other major divisions.
 - iii. Interior storms must not cause damage to the original interior trim.
 - iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
- g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
- h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
 - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.

4. Interior Rehabilitation

- a. Repair of existing basement floors or the installation of new basement floors.
- b. Installation of attic insulation.
- c. Repair of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.

- d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan.
 - e. Installation of new furnace, boiler or water heater; furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural features or decorative features.
 - g. Installation of new ceiling openings for attic access or pull-down stairs; removal and sealing up of obsolete pull-down stairs.
 - h. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
 - i. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.
- D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO:
1. Project location, including a map;
 2. Project description, including work write-ups, plans, or specifications, as appropriate;
 3. Color photographs of all elevations of the building or site;
 4. Date any buildings in the project area were built;
 5. Statement of whether any properties in the project area are listed in or eligible for listing in the National Register;
 6. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.
- B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:
1. Condition assessments for various historic elements;
 2. An explanation of the goals of the undertaking;

3. Alternative treatments considered and cost estimates for each;
 4. Life cycle maintenance costs related to each alternative;
 5. Proposed measures to mitigate or minimize adverse effects;
 6. Available marketing studies; and
 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Section 106 Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that:
1. The SHPO concurs with the grantee's decision about eligibility and effect;
 2. The SHPO disagrees with the grantee's decision about eligibility and effect; or
 3. The SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.
- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800 to complete consultation.
- G. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

V. Public Involvement and Participation

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.
1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
 2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects
- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

- A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact SHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with SHPO, DSA and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon

representatives of DSA and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.
- C. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
 1. For each exempted undertaking the list will include the building address, the age of the building or its date of construction, and a description of each activity undertaken. The description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.
 2. The grantee should also include in their submission three (3) random samples of individual projects, with copies of the information that was available to support the project's consideration under the terms of this agreement.
- B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2019 and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. Emergencies

- A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.
1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.
 2. The grantee will submit a request for an expedited review time of five business days, including the following documentation:
 - a. Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
 - b. The address of the property and the nature of the emergency
 - c. Recent photographs of the property
 - d. A signed copy of any local order compelling immediate action
 - e. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
 3. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review. SHPO may recommend to grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement is necessary, but may agree to grantee's recommendation to defer completion of such an agreement until the necessary emergency actions have been taken.

Execution of this PA by the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:



John N. Bergman, President
Auglaize County Board of Commissioners

December 11, 2014
Date

Mark J. Epstein, Deputy State Historic Preservation Officer for
Resource Protection and Review Ohio State Historic
Preservation Office

Date

IN THE MATTER OF APPROVING AN AGREEMENT WITH BONNIE WURST AS AN EDUCATION SPECIALIST FOR THE AUGLAIZE COUNTY SOLID WASTE/RECYCLE DISTRICT; RATIFYING THE EXECUTION OF SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to the Auglaize County Solid Waste District Plan, the Board of County Commissioners are desirous of securing a person to conduct an educational program for recycling and litter prevention within the county; and,

WHEREAS, Solid Waste Coordinator David Reichelderfer reported that having Bonnie Wurst as the Education Specialist for the past few years, has proven to be advantageous in sharing the message about all aspects of recycling and litter prevention with persons of all ages throughout the County; and,

WHEREAS, Bonnie Wurst has agreed to serve another year as the Education Specialist for recycle and litter prevention at the rate of compensation not to exceed \$10,800.00. The hourly wage not to exceed \$30.00 per hour; with the agreement to commence on January 1, 2015 and terminating December 31, 2015 or upon expenditure of available funds, whichever occurs first.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Education Specialist Agreement by and between Bonnie Wurst, Independent Contractor and the Auglaize County Board of Commissioners as presented to the Board; and,

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

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

Adopted this
11th day of
December, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula Yes
Don Regula

cc: ✓ Solid Waste Coordinator – David Reichelderfer
Bonnie Wurst

IN THE MATTER OF APPROVING THE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE ADMINISTRATION AND IMPLEMENTATION OF FY 2014 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Ohio Development Services Agency (ODSA) Office of Community Development (OCD), provides financial assistance to local governments for the purpose of addressing local housing needs; and,

WHEREAS, the Auglaize County Board of County Commissioners has received a grant from the State of Ohio, Ohio Development Services Agency (ODSA) Office of Community Development (OCD) under the Small Cities Community Development Block Grant Community Housing Impact and Preservation Program (CHIP) for FY 2014; 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 maximum fee of \$94,700.00 with the administration and implementation of its FY 2014 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 administration and implementation of the FY 2014 CHIP Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, John N. Bergman, to execute said letter contract.

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

Adopted this
11th day of
December, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

✓ cc: Poggemeyer Design Group, Inc.
✓ Clerk of the Board



September 2, 2014

Auglaize County Board of Commissioners
Commissioner John N. Bergman, President
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895-1972

Re: PY 2014 CHIP Administrative Contract

Dear Commissioner Bergman:

Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for your review and consideration. PDG proposes to provide professional planning services to assist the County with the administration and implementation (project soft costs) of its PY2014 CHIP Grant (hereinafter referred to as the "project").

The County shall be responsible for providing to PDG a detailed summary of the requirements for the project, including any special considerations or services needed.

Basic services provided under this contract will consist of administering and implementing the County's PY2014 CHIP Grant as outlined in the June 6, 2014 CHIP Grant Application and the subsequent executed grant agreement between the County and the State of Ohio's Office of Community Development (OCD). Specifically, PDG will provide CHIP technical assistance to County staff for the duration of the CHIP grant period with regard to federal program and OCD regulations. PDG will also be responsible for the following: preparation of the environmental review record document; CHIP loan intake and processing functions, providing preliminary and full property inspections and related activities; performing, when applicable, lead-based paint risk assessments with related reports, coordinating property pest inspections; preparing in-rehabilitation work specifications including applicable pest and lead specifications; preparing in-house cost estimates; scheduling and convening contractor walk-throughs; preparing contractor invitations to bid; carrying out construction management, including preparation of change order(s) and payment request(s) documentation; performing lead clearances with related reports; preparing punch lists, obtaining contractor release of liens and warranties; handling fair housing outreach and training sessions; and assisting with the preparation of status/performance reports associated with the CHIP.

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

PDG would complete these services following execution of this grant agreement in the time frame required for the PY2014 CHIP Grant Period which is twenty-eight (28) months (from September 1, 2014 to December 31, 2016).

Our proposed fee for providing these basic services would be a time and expense fee based on PDG's current hourly rate schedule (enclosed as Exhibit C) with a maximum estimated fee of \$94,700 including reimbursables.

RECEIVED

AUG 28 2014

Board of County Commissioners
Auglaize County, Ohio



Commissioner John N. Bergman
September 2, 2014
Page 2

The breakdown of estimated costs is listed below:

- Private Rehabilitation/soft costs (7 units) \$38,325
- Home Repair/soft costs (10 units) \$18,300
- General administration, coordination with OHPO, Health Dept., other agencies, pest contractors, and walk-away costs for all CHIP activities \$30,075
- Environmental Review Record Document \$4,000
- Fair Housing \$4,000

Should additional work activities be required that are not included in the basic services described above or if the County's CHIP Grant is extended beyond the December 31, 2016 date, PDG would be able to provide this additional work 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.

This letter contract, with Exhibits A (1 page), B (1 page), and C (1 page) represents the entire agreement between PDG and the County 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 the original and enclosed copy of this letter contract in the space provided below and return the original to PDG. This contract will be open for acceptance until October 15, 2014, unless adjusted by PDG or the County in writing.

If there are any questions, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

Paul Z. Tecpanecatl, AICP
Principal Owner

Michael Atherine, P.E.
Principal Owner

Accepted this 11th day of December, 2014 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: John N. Bergman
John N. Bergman

Title: President, Auglaize County Board of Commissioners



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.

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; toll telephone calls; reproduction of reports; pictures, 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) in the event of substantial failure by the other party to perform in accordance with the 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.



EXHIBIT B

1. **CERTIFICATE OF OWNER'S ATTORNEY**

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

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

Date: _____

APPROVED AS TO FORM

Signed: _____



Edwin A. Pierce
Prosecuting Attorney
Auglaize County, Ohio

Title: _____

2.

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, Janet Schuler, Auditor
Treasurer of Auglaize County 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: 12/22/2014

Signed: Janet Schuler

Title: Auglaize County Auditor

EXHIBIT C

2007-2014 HOURLY RATES – PROFESSIONAL SERVICES

Managing Principal.....	\$131.75
Principal Owner/Associate Owner.....	\$126.75
Executive VP/Department Manager/Senior VP.....	\$124.25
Vice President.....	\$122.25
Project Manager.....	\$119.25
Project Engineer.....	\$107.75
Engineer/Designer.....	\$101.75
Engineer Intern.....	\$81.00
Project Architect.....	\$107.75
Architect/Designer.....	\$101.75
Architect Intern.....	\$81.00
Landscape Architect/Designer.....	\$107.75
Landscape Architect Intern.....	\$81.00
Design Technician T-3.....	\$105.75
Design Technician T-2.....	\$94.75
Design Technician T-1.....	\$81.25
Draftperson D-3.....	\$74.50
Draftperson D-2.....	\$51.75
Draftperson D-1.....	\$38.00
Interior Designer ID-2.....	\$81.00
Interior Designer ID-1.....	\$69.50
Project Developer.....	\$105.75
Project Administration.....	\$94.75
Project Coordinator PC-2.....	\$104.50
Project Coordinator PC-1.....	\$84.00
Project Planner.....	\$101.75
Planner.....	\$81.00
Community Development Specialist CD-2.....	\$90.00
Community Development Specialist CD-1.....	\$67.75
Grantwriter G-2.....	\$60.75
Grantwriter G-1.....	\$49.50
Housing Specialist HS-2.....	\$69.50
Housing Specialist HS-1.....	\$51.75
Housing Inspector.....	\$67.50
System Administrator.....	\$79.00
Assistant MIS Administrator.....	\$43.75
Resource Assistant.....	\$51.75
Administrative Support.....	\$54.00
Graphic Design.....	\$67.50
Surveyor/Crew Leader.....	\$96.75
Survey/Draft Assistant.....	\$38.00
Survey Crew w/Robotics.....	\$114.50
Instrument Person.....	\$54.00
Project Representative.....	\$49.50
Project Observer.....	\$69.50
Observer.....	\$59.50
College Intern C-2.....	\$28.75
College Intern C-1.....	\$19.75

Mileage @ \$0.44 per mile

NOTE:

- Reimbursable expenses including irons, stakes, lath, phone, printing, photos and miscellaneous. Subcontracts are at actual cost. No minimum charges applicable.
- These hourly rates shall be adjusted annually in February of each year through the course of the contract.
- Includes CADD equipment.

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of December, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

<u>Solid Waste Management Fund:</u>	
Amount:	To:
\$ 8,000.00	004.0004.530400 (Equipment)
\$ 4,500.00	004.0004.530400 (Equipment)
	004.0004.530600 (Contract Services)

<u>Public Assistance Fund:</u>	
Amount:	From:
\$50,000.00	006.0008.536600 (Health Insurance)
	To:
	006.0008.510200 (Salaries)

<u>MVGT Fund:</u>	
Amount	From:
\$ 1,400.00	002.0013.510200 (Salary)
	To:
	002.0014.510201 (Medicare)

<u>GIS Fund:</u>	
Amount	From:
\$ 1,845.06	001.1207.530300 (Supplies)
\$ 1,787.24	001.1207.530700 (Travel)
	To:
	001.1207.530400 (Equipment)
	001.1207.530400 (Equipment)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

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

Adopted this
11th day of
December, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

- ✓ cc: County Auditor
- ✓ Solid Waste Coordinator – Dave Reichelderfer
- ✓ JFS Director – Mike Morrow
- ✓ Engineer