

**IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE SPECIAL SESSIONS OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

**WHEREAS**, the Board must set special sessions on Monday, March 24, 2014 from 11:30 a.m. – 1:30 p.m. to attend the St. Marys CIC annual luncheon meeting at the St. Marys Eagles; on Monday, March 31, 2014 from 7:00 p.m. 8:30 p.m. to attend to Auglaize County 4-H Leadership Banquet at the Auglaize County Fairgrounds, Wapakoneta, Ohio or until the conclusion of the business for the purposes stated above.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Monday, March 24, 2014 from 11:30 a.m. – 1:30 p.m. and set Monday, March 31, 2014 from 7:00 p.m. – 8:30 p.m. until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special sessions for said Board; and,

**BE IT FURTHER RESOLVED** that a copy of this Resolution be provided to The Evening Leader, The Wapakoneta Daily News, The Lima News and The Daily Standard to ensure adequate public notice of these special sessions.

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

Adopted this  
20th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

Don Regula . yes  
Don Regula

cc: newspapers

**IN THE MATTER OF PROCLAIMING MARCH 2014 AS SOCIAL WORK RECOGNITION MONTH  
THROUGHOUT AUGLAIZE COUNTY.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2014.

Commissioner Regula the adoption of the following:

**RESOLUTION**

**WHEREAS**, the primary mission of the Social Work profession is to enhance human well-being and help meet the basic needs of all people, especially the most vulnerable in society; and,

**WHEREAS**, Social Work Pioneers helped lead America's struggle for social justice; and,

**WHEREAS**, Social Workers know that poverty and trauma can create lifelong social and economic disadvantages; and,

**WHEREAS**, Social Workers know that discrimination of any kind limits human potential and must be eliminated; and,

**WHEREAS**, Social Workers stand up for individuals and support diverse families in every community; and,

**WHEREAS**, Social Workers help people in every stage of life function better in their environments, improve their relationships with others, and solve personal and family problems; and,

**WHEREAS**, all children have the right to safe environments and quality education; and,

**WHEREAS**, dignity and care-giving for older adults help define a nation's character; and,

**WHEREAS**, veterans and their families need community support to ensure successful transitions after service; and,

**WHEREAS**, access to mental health treatment and health care services saves millions of lives; and,

**WHEREAS**, Social Workers are change agents who put the ideals of citizenship into action every day; and,

**WHEREAS**, Social Work research and advocacy turn community needs into national priorities; and,

**WHEREAS**, Social Workers celebrate the courage, hope and strength of the human spirit throughout their careers.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, in the State of Ohio, does hereby proclaim **MARCH 2014 as National Social Work Month** and call upon all citizens of Auglaize County to join with the National Association of Social Workers in celebration and support of the social work profession.

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

Adopted this  
20th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO  
John N. Bergman yes  
John N. Bergman  
ABSENT  
Douglas A. Spencer  
Don Regula yes  
Don Regula

cc: County Job & Family Services Dept.

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE CONTRACT WITH  
POGGE MEYER DESIGN GROUP, INC. FOR THE FAIR HOUSING SERVICES FOR THE FY 2014 CDBG ALLOCATION  
PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners wishes to contract with Poggemeyer Design Group, Inc. for the provision of fair housing services for the FY 2014 Community Development Block Grant (CDBG) Allocation Program; and,

**WHEREAS**, the fees for the CDBG Allocation fair housing program services are not to exceed a lump sum of \$4,000.00; and,

**WHEREAS**, Poggemeyer Design Group Inc. has prepared a contract for the Board's review and execution; and,

**WHEREAS**, the Board of County Commissioners has reviewed said contract and has found them to be satisfactory.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for fair housing services of Poggemeyer Design Group, Inc. for assistance in the application for FY 2014 CDBG Grant at the terms so specified in said contract; and,

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

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

Adopted this  
20th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: Poggemeyer Design Group, Inc.  
County Administrator

March 11, 2014

Ms. Esther Leffel, Clerk of the Board  
Auglaize County Board of Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, Ohio 45895-0330

Re: Auglaize County FY2014 CDBG Community Development Program  
Allocation Program Fair Housing Services Contract  
PDG Proposal No. 08-2014-2002

Dear Ms. Leffel:

Pursuant to the FY2014 CDBG Community Development Program RFQ/RFP, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for execution. PDG proposes to provide professional planning services to assist Auglaize County with fair housing program services for the FY2014 Community Development Block Grant (CDBG) Community Development Allocation Program year (hereinafter referred to as the "project").

If there are any other project requirements beyond those normally related to the State of Ohio CDBG program, the County shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. The fee listed below shall be renegotiated in that instance. 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 the following major items:

1. **Fair Housing Program.** Specified costs associated with the community's compliance with the Fair Housing Requirements as outlined in the CDBG Community Development Allocation Program Grant Agreement between the community and the Ohio Development Services Agency (ODSA), to include:
  - a. Coordination and preparation of appropriate documentation and performance of the required training sessions.
  - b. Coordination and preparation of appropriate documentation and performance of the required outreach activities.
  - c. Preparation of annual fair housing analysis update.
  - d. Assistance with fair housing complaint referral, processing, and coordination efforts with the appropriate regional office of the Ohio Civil Rights Commission, as needed.
  - e. Preparation of final report of fair housing efforts for grant year suitable for State Monitoring.

Ms. Esther Leffel  
March 11, 2014  
Page 2

The fee for providing these basic services is a lump sum fee not to exceed **\$4,000.00**, including reimbursables.

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 in the Grant Agreement for this fiscal year (September 1, 2014 through August 31, 2015).

This letter contract, with Exhibits A (1 page) and B (1 page), represents the entire agreement between PDG and the County in respect to the project and may be modified only by written agreement of both parties and may be terminated by either party upon seven (7) days written notice to the other party. 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 for a period of thirty (30) days, unless adjusted by PDG or the County in writing.

Any inquiries regarding the CDBG Community Development Allocation Program may be directed to Mr. Paul Z. Tecpanecatl, AICP, Principal Owner. Please do not hesitate to contact this office at 419-352-7537 if you have any questions. We look forward to working with you in the upcoming grant year.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

  
Paul Z. Tecpanecatl, AICP  
Principal Owner

Attachments

Accepted this 20th day of March, 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

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 assist 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: \_\_\_\_\_ Seal: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

2. **CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, \_\_\_\_\_, Clerk/Auditor of \_\_\_\_\_ 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 \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: \_\_\_\_\_ Seal: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE CONTRACT WITH  
POGGEMEYER DESIGN GROUP, INC. FOR THE ADMINISTRATIVE SERVICES FOR THE FY 2014 CDBG  
ALLOCATION PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Board of County Commissioners wishes to contract with Poggemeyer Design Group, Inc. for the provision of administrative services for the FY 2014 Community Development Block Grant (CDBG) Allocation Program; and,

WHEREAS, the fees for the CDBG Allocation administration basic services are not to exceed a lump sum of \$16,400.00 and are broken down as follows:

- Grant Application - Not to exceed \$ 6,000.00
- Environmental Review Record - Not to exceed \$ 5,000.00
- Technical Assistance - Not to exceed \$ 5,400.00;

and,

WHEREAS, Poggemeyer Design Group Inc. has prepared a contract for the Board's review and execution; and,

WHEREAS, the Board of County Commissioners has reviewed said contract and has found them to be satisfactory.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for administrative services of Poggemeyer Design Group, Inc. for assistance in the application for FY 2014 CDBG Grant at the terms so specified in said contract; and,

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

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

Adopted this  
20th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman  
John N. Bergman

ABSENT  
Douglas A. Spencer

Don Regula  
Don Regula

cc: Poggemeyer Design Group, Inc.  
County Administrator

March 11, 2014

Ms. Esther Leffel, Clerk of the Board  
Auglaize County Board of Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, Ohio 45895-0330

Re: Auglaize County - FY2014 CDBG Community Development Program  
Allocation Program Administrative Services Contract  
PDG Proposal No. 08-2014-2002

Dear Ms. Leffel:

Pursuant to the FY2014 CDBG Community Development Program RFQ/RFP, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for execution. PDG proposes to provide professional planning services to assist Auglaize County with administrative services for the FY2014 Community Development Block Grant (CDBG) Allocation Program (hereinafter referred to as the "project").

If there are any other project requirements beyond those normally related to the State of Ohio CDBG program, the County shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. The fee listed below shall be renegotiated in that instance. 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 the following major items:

1. **Grant Application. Not to exceed \$6,000.00.** Specified costs associated with the preparation and submittal of the grant application to the Ohio Development Services Agency (ODSA), to include:
  - a. Assisting staff with scheduling, advertising, and convening all required public hearings. (Community is responsible for publication costs.)
  - b. Assisting staff with soliciting funding proposals from county departments, agencies, community non-profit organizations, and other eligible entities.
  - c. Assisting county staff with determining eligibility of projects and proposals, including overseeing CDBG income surveys.
  - d. Properly preparing the required Fair Housing Program table as required by ODSA, including outreach and training sites.
  - e. Properly updating the required Community Assessment and Strategy (CAS), if required.

Ms. Esther Leffel  
March 11, 2014  
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- f. Properly completing all required application forms and exhibits and providing revisions to the application as needed or requested by ODSA.
  - g. Providing and delivering the appropriate number of copies of the application to ODSA and the County in the appropriate format by the required due date.
2. **Environmental Review Record. Not to exceed \$5,000.00.** Specified costs associated with the timely completion of the environmental review process, to include:
- a. Coordination with the Ohio Historic Preservation Office, the Ohio EPA, ODSA, and any other local/state/federal agencies as required by federal regulations.
  - b. Preparation of proper notices, reports, and certification forms to obtain the "Release of Funds" for all Allocation activities. (Community is responsible for publication costs.)
  - c. Proper preparation of the required Environmental Review Record (ERR), which includes data collection, narrative preparation, and mapping.
3. **Technical Assistance. Not to exceed \$5,400.00.** Specified costs associated with providing technical assistance to community staff and its grantees to assure program compliance throughout the grant year, to include:
- a. Assistance with review of Grant Agreement prior to execution.
  - b. Assisting staff with technical aspects of procurement of construction, materials/equipment, and planning projects in compliance with CDBG rules and regulations (e.g., acquisition/relocation, competitive quotes/bids, federal wage rates, preparation of bid documents, contractor/supplier eligibility verification, pre-construction conferences, federal labor compliance, invoice processing, etc.). (Community is responsible for publication costs.)
  - c. Assisting staff with preparation of program status reports and final performance report.
  - d. Assisting staff with set up and maintenance of program files.
  - e. Assisting staff with program close-out, including preparation for ODSA program monitoring conducted by ODSA State Field Representatives. Assisting staff with preparation of monitoring responses to ODSA, as needed.
  - f. Executing program amendments and/or extensions, if needed.
  - g. Providing guidance with general financial and program administration, CDBG construction management, CDBG materials/equipment procurement, as well as information regarding program and regulation changes.

Ms. Esther Leffel  
March 11, 2014  
Page 3

The fee for providing these basic services is a lump sum fee not to exceed **\$16,400.00**, including reimbursables.

If work activities are required by the County or its grantees for implementation of the program which are not included in the basic services described above, these extra work activities will be called "additional services," and PDG will provide these based on its current hourly rate schedule. Before commencing these "additional services," PDG will provide a contract addendum for review by the County, with a new not to exceed lump sum fee. These "additional services" include, but are not limited to:

1. Grant amendments.
2. Grant extensions.
3. Additional public hearings for amendments.
4. Amending the Environmental Review Record resulting from amendments.
5. Additional coordination with the Ohio Historic Preservation Office and the National Advisory Council on Historic Preservation.
6. Additional monitoring reports resulting from grant extensions.
7. Additional step-by-step monitoring of grantee agencies/communities regarding CDBG Allocation policy and procedures.
8. Providing guidance and assistance to other architectural/engineering/planning firms retained by the community or its grantees regarding CDBG policies, procedures, and regulations.

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 in the Grant Agreement for this fiscal year.

This letter contract, with Exhibits A (1 page) and B (1 page), represents the entire agreement between PDG and the County in respect to the project and may be modified only by written agreement of both parties and may be terminated by either party upon seven (7) days written notice to the other party. 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 for a period of thirty (30) days, unless adjusted by PDG or the County in writing.

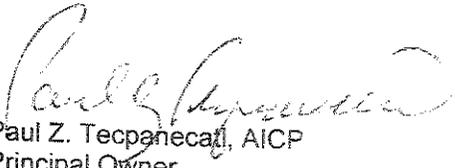
Ms. Esther Leffel  
March 11, 2014  
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Any inquiries regarding the CDBG Community Development Allocation Program may be directed to Mr. Paul Z. Tecpanecatl, AICP, Principal Owner. Please do not hesitate to contact this office at 419-352-7537 if you have any questions. We look forward to working with you in the upcoming grant year.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

  
Mike Atheripe, PE  
Principal Owner

  
Paul Z. Tecpanecatl, AICP  
Principal Owner

Attachments

Accepted this 20th day of March, 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

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 assist 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: \_\_\_\_\_ Seal: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, \_\_\_\_\_, Clerk/Auditor of \_\_\_\_\_ 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 \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: \_\_\_\_\_ Seal: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**IN THE MATTER OF APPROVING AND AUTHORIZING THE ADDITION OF CSEA QUALITY CONTROL REVIEWER TO THE ENTRY LEVEL HOURLY RATES FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2014.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County Department of Job & Family Services Director Michael Morrow has submitted to the Board of County Commissioners a new base pay chart to include the addition of the CSEA Quality Control Reviewer to the entry level hourly rate for all employees of said department in the Personnel handbook.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the addition of the CSEA Quality Control to the entry level hourly rate chart listing of all entry level hourly rates for the employees at the Auglaize County Department of Job & Family Services as mentioned above in the Personnel handbook; and,

**BE IT FURTHER RESOLVED** that a copy of said classification chart be hereto attached and thus be made a part of this 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  
20th day of  
March, 2014

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: County Department of Job & Family Services –  
Michael Morrow