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P.O. Box 269  
Wapakoneta, Ohio 45895-0269  
Telephone (419) 738-3011  
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Rodney C. Metz  
Mayor  
(419) 738-6111  
rmetz@wapakoneta.net

William H. Rains  
Director of Public Service and Safety  
(419) 738-6111  
wrains@wapakoneta.net

## PETITION FOR ANNEXATION

**RECEIVED**

OCT. 4 2011

To: The Board of Commissioners of Auglaize County, State of Ohio: **Board of County Commissioners  
Auglaize County, Ohio**

The City of Wapakoneta, Ohio, respectfully represents that by an Ordinance duly passed by its Council on the 3<sup>rd</sup> day of October, 2011, a copy of which is attached hereto as Exhibit No. 1, the property described on attached Exhibit "A" to said Ordinance was authorized to be annexed to the City of Wapakoneta, Ohio.

An accurate Plat of the Territory marked "Annexation to the City of Wapakoneta, Ohio" is also attached as Exhibit No. 2. The territory proposed to be annexed is contiguous territory to the City of Wapakoneta.

The City of Wapakoneta, therefore, respectfully petitions that the territory be annexed to the City of Wapakoneta pursuant to law as authorized by Ohio Revised Code §709.14; 709.15 and 709.16.

Dated: October 4, 2011

  
Dennis P. Faller, Wapakoneta City Director of Law  
105 S. Blackhoof Street, P.O. Box 413  
Wapakoneta, Ohio 45895-0413  
(419) 738-4578  
fallerlaw@bright.net  
Reg. No. 0021522



701 Parlette Court



**EXHIBIT "A"**

**TRACT I:**

Situate in the Township of Pusheta, County of Auglaize and State of Ohio, to wit:

Being 1.000 acres located in the south-west quarter of Section 4, Town 6-S, Range 6-E, Pusheta Township, Auglaize County, Ohio and being further described as follows:

Commencing at a 4" steel corner post at the south-west corner of Section 4; thence north along the west line of Section 4, a distance of 1043.12 feet to an iron pipe and PLACE OF BEGINNING for the tract of land herein described; thence continuing north with said section line, a distance of 290.40 feet to an iron pipe set in Short Road, passing through a 12" concrete post at 277.9 feet; thence east with an interior angle of 89 degrees 55', a distance of 150.00 feet along the center of Short Road to a railroad spike; thence south with an interior angle of 90 degrees 05', a distance of 290.40 feet to an iron pipe, passing through an iron pipe at 12.5 feet; thence west with an interior angle of 89 degrees 55', a distance of 150.00 feet to an iron pipe and PLACE OF BEGINNING, making an interior angle of 90 degrees 05' with the beginning course.

Containing in all 1.000 Acre and being subject to all legal easements and R/W of record.

Permanent Parcel No:            I25-004-004-01

**TRACT II:**

Situate in the County of Auglaize, in the State of Ohio, and in the Township of Pusheta:

The following described tract of land is part of the South half of the Southwest Quarter of Section 4, Town 6 South, Range 6 East, Pusheta Township, Auglaize County, Ohio, and is more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 4, Pusheta Township at a monument box:

Thence N. 89° 43' 45" E. along the centerline of Township Road 132 and the North line of the South half of the Southwest Quarter of Section 4, Pusheta

Township, a distance of 1,320.61 feet to a R.R. spike and the PLACE OF BEGINNING.

Thence continuing N. 89° 43' 45" E. along said described line, a distance of 208.71 feet to a R.R. spike set;

Thence S. 00° 26' 05" E. a distance of 228.71 feet to an iron pin set, passing thru an iron pin set for reference at 20.00 feet;

Thence S 89° 43' 45" W. parallel to the centerline of Township Road 132, a distance of 208.71 feet to an iron pin set;

Thence N. 00° 26' 05" W. a distance of 228.71 feet to a R.R. spike, passing thru an iron pin set for reference at 213.71 feet, said R.R. spike was the true PLACE OF BEGINNING.

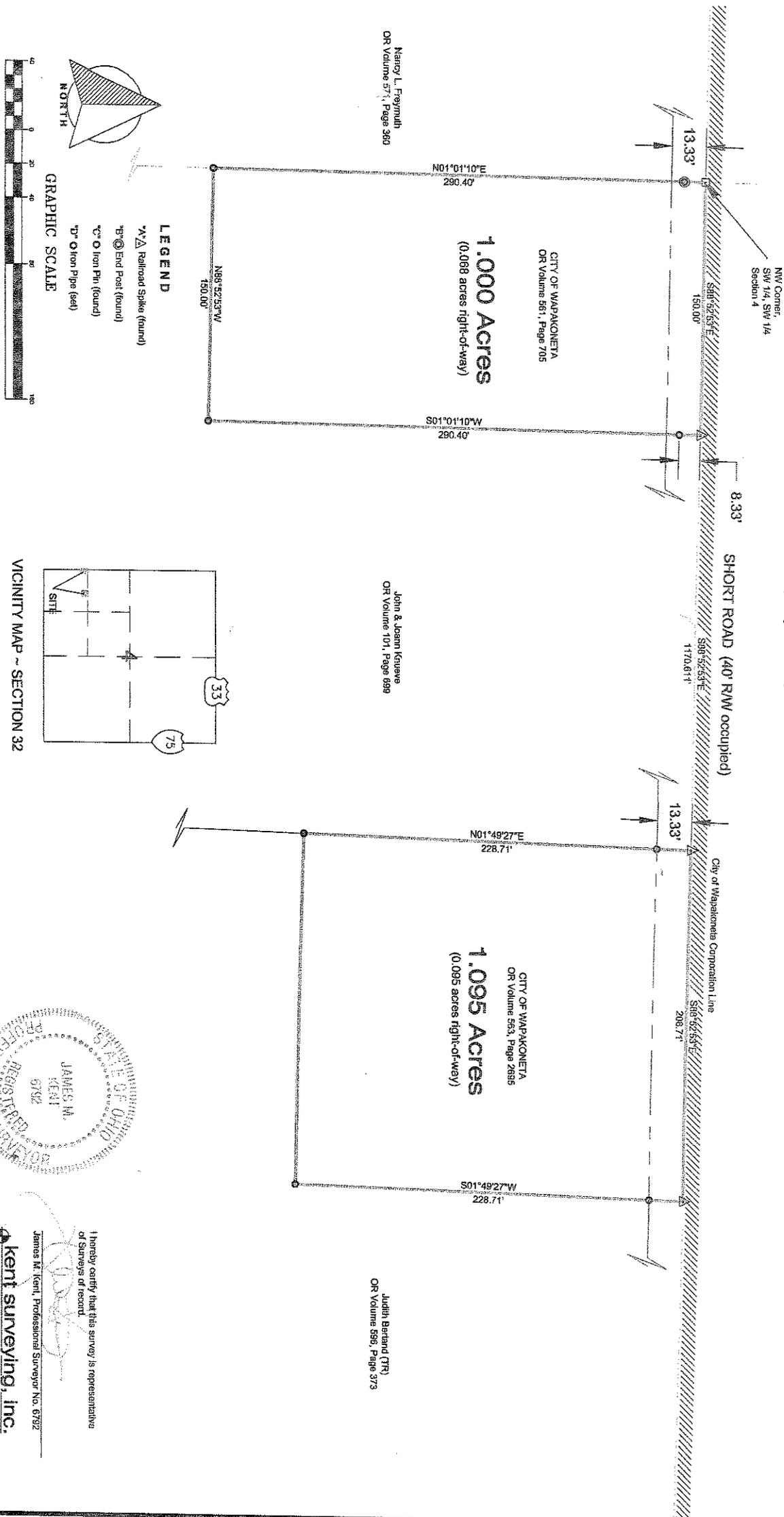
Containing in all 1.09 Acre and being subject to all legal easements, restrictions and reservations, if any, of record or in use on said premises. This plat is recorded in Survey Book "H", Page 216 in the Auglaize County Engineer's Office.

The above described real estate is subject to an Easement for Septic Drainage purposes for its benefit over and across real estate adjacent to the above described real estate as noted in Easement for Septic Drainage Purposes from Evelyn I. Zwiebel to Beverly J. Lee, dated August 11, 1993, and presented for recording in Official Records Volume 194, Page 477-8, in the office of Recorder of Auglaize County, Ohio.

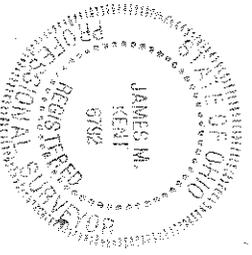
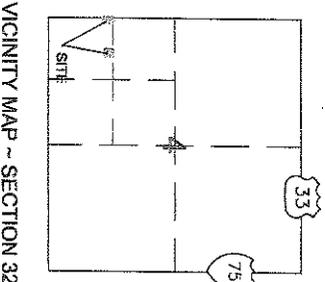
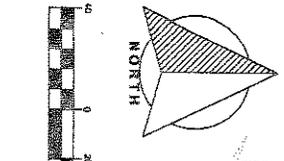
Permanent Parcel No:            I25-004-005-02

Exhibit 2

**Annexation to  
the City of Wapakoneta, Ohio**  
Part of the SW 1/4 of Section 4,  
Town-6-South, Range-6-East,  
Pusheta Township, Auglaize County, Ohio



- LEGEND**
- Railroad Spike (found)
  - End Post (found)
  - Iron Pin (found)
  - Iron Pipe (set)



I hereby certify that this survey is representative of surveys of record.

James M. Kent, Professional Surveyor No. 6792  
**kent surveying, inc.**  
 Antioch - Short Road Annexation  
 Drawing #5028  
 July 29, 2011

Judith Berndt (TS)  
 OR Volume 589, Page 373

**IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR THE HARRUFF DITCH PROJECT;  
AWARDING THE CONTRACT TO SAINTIGNON EXCAVATING CO.**

\*\*\*\*\*

The Board of Auglaize County Commissioners met in regular session on the 6th day of October, 2011.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on September 15, 2011, Resolution #11-344 the Board of County Commissioners set October 6, 2011 as the date to receive bids for the Harruff Ditch Project; and,

**WHEREAS**, the following bid for labor and materials was received:  
From: Saintignon Excavating Co. \$42,753.00  
Engineer's Estimate was \$48,120.00 and,

**WHEREAS**, bid was given to the County Engineer personnel for review and comparison and upon review of the bid, as received, the County Engineer recommended the award be presented to Saintignon Excavating Co. for the Harruff Ditch project as its bid is a good and complete bid.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby award the bid for the construction of Harruff Ditch project to Saintignon Excavating Co. in the amount of \$42,753.00; and,

**BE IT FURTHER RESOLVED** that the County Engineer is hereby directed to prepare the contract and bond and, having secured the signatures of said bidder and its surety, present the same to the Board of County Commissioners for approval and execution; and,

**BE IT STILL FURTHER RESOLVED** that the whole of such work shall be completed and all material furnished by December 31, 2011 for the tile portion and June 15, 2012 for the waterway portion provided that the time of furnishing such material and completing such labor shall correspond with the time provided for its use in the progress of the work.

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

Adopted this  
6th day of  
October, 2011

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 Engineer

**IN THE MATTER OF AUTHORIZING CHANGE ORDER #5 TO THE CONTRACT WITH KOESTER ELECTRIC, INC. FOR PROFESSIONAL SERVICES FOR THE ELECTRIC PORTION OF THE AUGLAIZE COUNTY COURTHOUSE RENOVATION PROJECT; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AMENDMENT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of October, 2011.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, on January 11, 2011, in Resolution #11-012, the Board of County Commissioners executed a contract with Koester Electric, Inc. for the electrical portion for the Auglaize County Courthouse Renovation Project. Koester Electric, Inc. has stated in the contract that the base amount for the electrical portion of the Courthouse Renovation Project is \$1,184,000.00; decrease contract with Change Order #1 dated May 5, 2011 by \$14,165.50; Change Order #2 dated June 16, 2011 decrease by \$420.20; Change Order #3 dated July 19, 2011 and increase contract by \$9,003.00; Change Order #4 dated September 15, 2011 and increase contract by \$25,210.00; and,

WHEREAS, to revise the Mag Locks for each pair of doors in the amount of \$9,400.00 and to provide and install power and fire alarm system to Mag Locks and push bars in the amount of \$15,810.00; and,

WHEREAS, the total increase for the changes stated above for Change Order #5 is \$25,210.00; and

WHEREAS, the Board of County Commissioners has agreed to this increase; and,

WHEREAS, a Change Order #5 has been prepared by Koester Electric, Inc. reflecting above mentioned fee increase; same is to be executed by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Change Order #5 for the contract with Koester Electric, Inc. for the electric portion of the Court House Renovation Project; and,

BE IT FURTHER RESOLVED that President of the Board is hereby authorized to execute said Change Order #5 as presented by Koester Electric, Inc., thereby increasing said contract by \$25,210.00 to a total of \$1,218,642.30.

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

Adopted this  
6th day of  
October, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: Koester Electric, Inc.  
Garman/Miller  
County Administrator

# **AIA** Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Renovations to the Auglaize County Courthouse	<b>CHANGE ORDER NUMBER:</b> 005 <b>DATE:</b> September 19, 2011	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Koester Electric, Inc. P.O. Box 125 1000 N. Second Street Coldwater, Ohio 45828	<b>ARCHITECT'S PROJECT NUMBER:</b> 10015.0 <b>CONTRACT DATE:</b> January 11, 2011 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
 Furnish and install all necessary labor and material to:

- 1.) Revise the Mag Locks for each pair of doors 104, 116a, 122a, and 128b as described in Item #1 of PR #14. Add \$9,400.00
- 2.) Provide and install power and fire alarm system to Mag Locks and push bars as described in Item #6 of PR #14. Add \$15,810.00

TOTAL CHANGE: \$25,210.00

The original Contract Sum was	\$ 1,184,000.00
The net change by previously authorized Change Orders	\$ 9,432.30
The Contract Sum prior to this Change Order was	\$ 1,193,432.30
The Contract Sum will be increased by this Change Order in the amount of	\$ 25,210.00
The new Contract Sum including this Change Order will be	\$ 1,218,642.30

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 27, 2012

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Garmann-Miller & Associates, Inc. <b>ARCHITECT</b> <i>(Firm name)</i>	Koester Electric, Inc. <b>CONTRACTOR</b> <i>(Firm name)</i>	Auglaize County Commissioners <b>OWNER</b> <i>(Firm name)</i>
38 S. Lincoln Drive, P.O. Box 71, Minster, Ohio 45865 <b>ADDRESS</b>	P.O. Box 125, 1000 N. Second Street, Coldwater, Ohio 45828 <b>ADDRESS</b>	209 S. Blackhoof- Room 201, Wapakoneta, Ohio 45895 <b>ADDRESS</b>
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
Bruce A. Miller <i>(Typed name)</i>	Michael Koester <i>(Typed name)</i>	John N. Bergman <i>(Typed name)</i> President of BOCC
9/20/11 DATE	9-21-11 DATE	10/06/2011 DATE

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE COUNTY ADMINISTRATOR.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of October, 2011.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, under date of January 6, 2011, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2011 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

**WHEREAS**, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate for the Airport Sewer Grant (194) and 2010 CDBG Formula Fund (035); and,

**WHEREAS**, County Administrator Joseph Lenhart, requested that the Board amend the 2011 Annual Appropriation to reflect the following increase:

**Increase 194 Airport Grant Fund – 194.0194.530601 (Engineering) by \$99,750.00;**

**Increase 035 CDBG Formula Fund – 035.0035.530600 (Projects) by \$40,000.00**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2011 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this  
6th day of  
October, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman *js*  
John N. Bergman

ABSENT  
Douglas A. Spencer

Don Regula *yes*  
Don Regula

- ✓ cc: County Auditor - Janet Schuler
- ✓ County Administrator – Joseph Lenhart

**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 2011 CDBG FORMULA  
PROGRAM.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of October, 2011.

Commissioner Bergman 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 2011 Community Development Block Grant (CDBG) Formula Program; and,

**WHEREAS**, the fees for the CDBG Formula fair housing program services are not to exceed a lump sum of \$5,000.00; 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 2011 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 Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
6th day of  
October, 2011

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



September 26, 2011

Joseph Lenhart, Administrator  
Auglaize County Commissioners Office  
209 South Blackhoof Street, Room 201  
Wapakoneta, Ohio 45895-0330

Re: Auglaize County FY2011 CDBG Community Development Program  
Formula Program Fair Housing Services Contract  
PDG Job No. 3510-067

Dear Mr. Lenhart:

Pursuant to the FY2011 CDBG Community Development Program RFQ/RFP, and as we discussed, 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 FY2011 Community Development Block Grant (CDBG) Formula 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 Formula Allocation Program Grant Agreement between the community and the Ohio Department of Development (ODOD), to include:
  1. Coordination and preparation of appropriate documentation and performance of the required training sessions.
  2. Coordination and preparation of appropriate documentation and performance of the required outreach activities.
  3. Preparation of annual fair housing analysis update.
  4. Assistance with fair housing complaint referral, processing, and coordination efforts with the appropriate regional office of the Ohio Civil Rights Commission as needed.
  5. Preparation of final report of fair housing efforts for grant year suitable for State Monitoring.



POGGEMEYER  
DESIGN GROUP

Mr. Joseph Lenhart  
September 26, 2011  
Page 2

The fee for providing these basic services is a lump sum fee not to exceed **\$5,000.00**, 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, 2011 through August 31, 2012).

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 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 Formula Program may be directed to Mr. Paul Tecpanecatl, AICP, Principal Owner or Ms. Dianne Guenther, Community Development Specialist.

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 6th day of October, 2011 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, Board of Auglaize County Commissioners



POGEMEYER  
DESIGN GROUP

## 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.



POGGEMEYER  
DESIGN GROUP

**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: \_\_\_\_\_



**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY		STATE	ZIP	COUNTY
HOME PHONE			WORK PHONE	

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME Poggemeyer Design Group, Inc.		PHONE (419) 352-7537		
BUSINESS ADDRESS 1168 North Main Street				
CITY Bowling Green		STATE Ohio	ZIP 43402	COUNTY Wood
BUSINESS/ORGANIZATION REPRESENTATIVE NAME Paul Tecpanecatl, AICP			TITLE Principal Owner	

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE X <i>Paul Tecpanecatl</i>	DATE 09/26/2011
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**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 2011 CDBG FORMULA  
PROGRAM.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of October, 2011.

Commissioner Bergman 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 2011 Community Development Block Grant (CDBG) Formula Program; and,

**WHEREAS**, the fees for the CDBG Formula administration basic services are not to exceed a lump sum of \$23,000.00 and are broken down as follows:

- |                               |                            |
|-------------------------------|----------------------------|
| Grant Application -           | Not to exceed \$ 7,000.00  |
| Environmental Review Record - | Not to exceed \$ 5,000.00  |
| Technical Assistance -        | Not to exceed \$11,000.00; |

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 administrative services of Poggemeyer Design Group, Inc. for assistance in the application for FY 2011 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 Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
6th day of  
October, 2011

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



September 26, 2011

Mr. Joseph Lenhart, Administrator  
Auglaize County Commissioners Office  
209 South Blackhoof Street, Room 201  
Wapakoneta, Ohio 45895-0330

Re: Auglaize County - FY2011 CDBG Community Development Program  
Formula Program Administrative Services Contract  
PDG Job No. 3510-066

Dear Mr. Lenhart:

Pursuant to the FY2011 CDBG Community Development Program RFQ/RFP, and as we discussed, 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 FY2011 Community Development Block Grant (CDBG) Formula 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 \$7,000.00.** Specified costs associated with the preparation and submittal of the grant application, 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 staff with determining eligibility of projects and proposals with county staff, including overseeing CDBG income surveys.
  - d. Properly preparing the required Fair Housing Program table as required by OHCP, including outreach and training sites.
  - e. Properly updating the required Community Assessment and Strategy (CAS), if required.
  - f. Properly completing all required application forms and exhibits and providing revisions to the application as needed or requested by OHCP.
  - g. Providing and delivering the appropriate number of copies of the Formula



Mr. Joseph Lenhart  
September 26, 2011  
Page 2

application to OHCP 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, the Health Department, OHCP, 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 Formula 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 \$11,000.00.** 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 OHCP program monitorings conducted by OHCP State Field Representatives. Assisting staff with preparation of monitoring responses to OHCP, 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.



Mr. Joseph Lenhart  
September 26, 2011  
Page 3

The fee for providing these basic services is a lump sum fee not to exceed **\$23,000.00**, 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 Formula 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), B (1 page), and C (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.



POGGEMEYER  
DESIGN GROUP

Mr. Joseph Lenhart  
September 26, 2011  
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Any inquiries regarding the CDBG Formula Program may be directed to Mr. Paul Tecpanecatl, AICP, Principal Owner or Ms. Dianne Guenther, Community Development Specialist. 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.

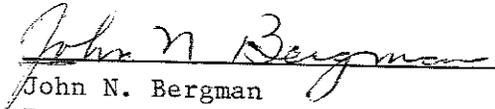
  
Mike Atherine, PE  
Principal Owner

  
Paul Z. Tecpanecatl, AICP  
Principal Owner

Attachments

Accepted this 6th day of October, 2011 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, Board of Auglaize County 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.



POGGEMEYER  
DESIGN GROUP

**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: \_\_\_\_\_



**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME Poggemeyer Design Group, Inc.		PHONE (419) 352-7537		
BUSINESS ADDRESS 1168 North Main Street				
CITY Bowling Green	STATE Ohio	ZIP 43402	COUNTY Wood	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME Paul Tecpanecatl, AICP			TITLE Principal Owner	

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE X	DATE 09/26/2011
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**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN AUGLAIZE ACRES AND MOBILEX USA FOR MOBILE DIAGNOSTIC SERVICES; AUTHORIZING PRESIDENT OF THE BOARD TO EXECUTE SAID AGREEMENT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of October, 2011.

Commissioner Bergman moved the adoption of the following:  
**RESOLUTION**

**WHEREAS**, Auglaize Acres Administrator Connie Pierce submitted the following correspondence to the Board of County Commissioners:

To: Board of County Commissioners  
From: Connie Pierce, LNHA  
Administrator  
Date: September 28, 2011  
Reference: Mobile X-Ray Services

Dr. George Herman, our Medical Director asked me to explore the services of the same x-ray company that Wapakoneta Manor is using as they are able to perform not only portable x-rays but also EKG's, and diagnostic venous studies and ultrasounds without having to transport residents to local hospitals for these studies.

Attached is a contract for the company, Mobiles, USA that I would like to submit for your review and approval as I continue to look for ways to control expenses and operate more efficiently as we move forward. (I have had previous experience with this company and they actually have their mobile units equipped with computers and can send X-rays and other diagnostic tests directly to the physicians for immediate review which allows treatment to begin very quickly.)

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the agreement between Auglaize Acres and Mobilex, USA as mentioned above; and

**BE IT FURTHER RESOLVED** that the Board does authorize the President of the Board, John N. Bergman, to execute said agreement.

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

Adopted this  
6th day of  
October, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: Auglaize Acres – Connie Pierce

County Commissioners' Office  
Auglaize County, Ohio  
October 6, 2011

No. 11-381

**IN THE MATTER OF AUTHORIZING A CHANGE ORDER FOR HOUSING REHABILITATION FOR DANIEL WILLIAMS UNDER THE C.H.I.P. PROGRAM.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 6th day of October, 2011.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners did receive a grant through the State of Ohio's Comprehensive Housing Improvement Program for the rehabilitation of housing units within the County; and,

**WHEREAS**, in Resolution #11-275, dated July 21, 2011, the Board approved rehabilitation to the property of Daniel Williams at a cost of \$29,190.00; and,

**WHEREAS**, Poggemeyer Design Group Inc. has advised the Board of the need for a change order in the amount of \$4,523.00; said change order to repair back wall of garage, remove old OSB and install new wood. Install new fascia boards on front and back sides of garage. 2 storm doors upgrade. Install new mini-split heating/cooling system to first floor; and,

**WHEREAS**, this change order will alter the new cost to \$33,713.00.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby authorize the above noted change order for housing rehabilitation work for the Daniel Williams property.

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

Adopted this  
6th day of  
October, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

Don Regula, yes  
Don Regula

✓Cc: Gayle Flaczynski – Poggemeyer Design Group  
✓ Joe Lenhart – Co. Administrator

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

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of October, 2011.

Commissioner Bergman 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 Friday, October 7, 2011 from 11:00 a.m. to 12:00 p.m. to attend a Ribbon Cutting Ceremony at the Lake Campus Student Housing located on Dibble Road, adjacent to the campus, Celina, Ohio and later on Friday, October 7, 2011 from 1:00 p.m. to 4:00 p.m. to attend CCAO Luncheon at the Inn in Versailles, Ohio and on Wednesday, October 12, 2011 from 7:00 p.m. to 8:00 p.m. to attend the Advisory Extension Meeting at the Extension Office in Wapakoneta, Ohio or until the conclusion of the business for the purpose stated above.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Friday, October 7, 2011 from 11:00 a.m. to 12:00 p.m., and Friday, October 1:00 p.m. to 4:00 p.m. and Wednesday, October 12, 2011 from 7:00 p.m. to 8:00 p.m. or until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special session 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 Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
6th day of  
October, 2011

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . ye  
John N. Bergman

ABSENT . \_\_\_\_\_  
Douglas A. Spencer

Don Regula . yes  
Don Regula

cc: newspapers

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

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of October, 2011.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

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

**Sanitary Engineer Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 1,184.06	001.1001.536400 (Workers Comp)	001.1001.530300 (Supplies)

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

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

Adopted this  
6th day of  
October, 2011

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 Auditor  
Sanitary Engineer – Doug Reinhart