

IN THE MATTER OF APPROVING THE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE PREPARATION AND SUBMISSION OF THE FY 2008 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) GRANT APPLICATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following

RESOLUTION

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

WHEREAS, the Auglaize County Board of County Commissioners will be submitting an application to the Ohio Office of Housing and Community Partnerships for a Small Cities Community Development Block Grant Community Housing Improvement Program (CHIP) grant for FY 2008 and,

WHEREAS, Poggemeyer Design Group, Inc. has submitted a letter contract to the Board for said firm to provide professional planning services to assist the County, for the lump sum fee of \$8,500.00, with the preparation of the CHIP grant application, scheduling and convening the required public hearings and the submittal of said application for the FY 2008 CHIP Grant; and,

WHEREAS, the Board of County Commissioners has reviewed the contract finding same to be in order and reasonable.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the letter contract for professional planning services of Poggemeyer Design Group, Inc. for the assistance in the application procedure for the FY 2008 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.

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

Adopted this
19th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

Ivo J. Kramer yes
Ivo J. Kramer



POGGEMEYER
DESIGN GROUP

February 15, 2008

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

Re: Contract for Preparation of Auglaize County's FY 2008 CHIP Application
Proposal No. 08-2008-2038

Dear Mr. Lenhart:

Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for review and execution. PDG proposes to provide professional planning services to assist the County with preparation of its FY 2008 Community Housing Improvement Program (CHIP) Grant application (hereinafter referred to as the "project").

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

Basic services provided under this contract will consist of:

- Preparing the County's FY2008 CHIP Grant Application based on the identified strategies outlined in the County's 2005-2009 CHIS.
- Assisting with the scheduling and convening of the required public hearings necessary for the submittal of the County's CHIP Grant Application.
- Convening the County's Housing Advisory Committee (HAC) for two meetings to review pertinent housing data and local housing conditions, to review current CHIS strategies, and to formulate the County's proposed FY2008 CHIP housing activities.
- Submitting the CHIP Grant application to the State of Ohio - Office of Housing and Community Partnerships by the deadline date of Friday May 2, 2008.

PDG will complete these services following execution of this agreement by the May 2, 2008 CHIP Grant deadline.

The fee for providing these basic services is a time and expense fee based on PDG's current hourly rate schedule with a maximum fee of **\$8,500**, which includes reimbursables.

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

An Employee Owned Company

"It is our goal to
service each client
at the highest
professional level,
delivering innovative
design, technical
superiority, and
outstanding quality."
-Miss on Statement



Mr. Joseph Lenhart
February 14, 2008
Page 2

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 (2 pages), 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 for a period of thirty (30) days, 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

Accepted this 19 day of February, 2008 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

C:\Documents and Settings\fulweberf\Local Settings\Temporary Internet Files\OLKD2\AuglaizeCo08CHIPAPPCContract.wpd



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.

IN THE MATTER OF DECLARING RESOLUTION #08.080 NULL AND VOID; DECLARING THE SIGNATURE OF COMMISSIONER IVO KRAMER ON SAID CONTRACT AND BOND INVALID; APPROVING CONTRACT AND BOND OF LAURA CONSTRUCTION, LLC FOR THE SHEARER #3 DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 19th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Timothy S. Manchester

Mr. Spencer moved the adoption of the following

RESOLUTION

WHEREAS, on February 14, 2008, Resolution #08-080, the Board of County Commissioners approved the contract and bond of Laura Construction, LLC for the Shearer #3 Ditch project; executing said contract and bond; and,

WHEREAS, Timothy S. Manchester has been named by the Common Pleas Judge to sit as an appointed Commissioner in the place of involved landowner, Commissioner Kramer; and,

WHEREAS, erroneously, Resolution #08-080 and said contract and bond were executed by Commissioner Kramer, omitting Appointed Commissioner Timothy S. Manchester.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby declare and order Resolution #08-080, dated February 14, 2008, null and void; and further declare and order the signatures of Commissioner Ivo Kramer on said documents to be invalid; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, sitting for the purpose of the Shearer #3 Ditch project, does approve and award the contract and bond of Laura Construction, LLC for The Shearer #3 Ditch project, further ratifying execution of contract and bond; and,

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

BE IT FURTHER RESOLVED that the Secretary of the County Engineer prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

BE IT FURTHER RESOLVED that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

Mr. Manchester seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this
19th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Timothy S. Manchester, yes
Timothy S. Manchester

cc: ✓ Auglaize County Engineer

DITCH CONTRACT

Revised Code, Sec. 6131.41

In the Matter of the SHEARER #3 DITCH

SINGLE County Ditch Petitioned for by SENATE BILL 160 *and others.*

THIS AGREEMENT, *made and entered into on this* 14TH *day of* FEBRUARY, 2008,

by and between the County Commissioners of AUGLAIZE COUNTY ,

Ohio, and hereinafter designated as "First Party," and LAURA CONSTRUCTION, LLC

Of 3005 St. Rt. 721 LAURA, OHIO 45337 *hereinafter designated as "Second Party."*

WITNESSETH, THAT SAID "SECOND PARTY," *For and in consideration of the sum*
of NINETY-ONE THOUSAND FIVE HUNDRED AND EIGHTY AND 00/100
(\$91,580.00) *Dollars, to be paid as hereinafter specified, hereby agree to furnish unto said "First*
Party." all the necessary materials, and do all the work and labor required to construct the SHEARER
#3 DITCH *improvement petitioned for by* SENATE BILL 160 *, and others, in*
accordance with plans, drawings and specifications for the same hereto attached, which plans, drawings
and specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor
promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in
charge, without hindrance or delay to any other branch or class of work on said SHEARER #3
DITCH, *and to work in harmony with and to render such assistance to other branches of work as their*
connection therewith and the progress of the SHEARER #3 DITCH *may require. The whole to*
be completed to the satisfaction and acceptance of said "First Party" on or before the 31ST *day of*
DECEMBER, 2008.

AND SAID "FIRST PARTY," *for and in consideration of the true and faithful performance of*
said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second
Party" said sum of NINETY-ONE THOUSAND FIVE HUNDRED AND EIGHTY AND
00/100 (\$91,580.00) *Dollars, in installment from time to time, upon the certificate of acceptance of the*
County Engineer and as provided by law.

Now if the said

LAURA CONSTRUCTION, LLC

of 3005 St. Rt. 721 LAURA, OHIO 45337

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

James T. Coates

signed

Walter J. Steiner

witness

LAURA Construction LLC

company

3005 S ST RT 721

street

Ann S. Snyder

witness

LAURA, OH 45337

city, state, zip

The above Contract being good and sufficient is approved this 19th day of Feb. , 2008.

John N. Bergman

commissioner

Donald K. Spence

commissioner

Ann S. Snyder

commissioner

INVALID

Appointed Commissioner

BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the SHEARER #3 DITCH

Single County Ditch No.

ON CONTRACT FOR WORK AND LABOR
and materials

Petitioned for by SENATE BILL 160
and others.

KNOW ALL MEN BY THESE PRESENTS, That we, LAURA CONSTRUCTION, LLC.
of 3005 St. Rt. 721 LAURA, OHIO 45337, as Principal, and
AMCO INSURANCE COMPANY, as sureties, are held and firmly bound unto
the state of Ohio for the benefit of AUGLAIZE COUNTY and for the benefit of any owner
having a right of action thereon as is provided by law, in the penal sum of NINETY-ONE
THOUSAND FIVE HUNDRED AND EIGHTY AND 00/100 (\$91,580.00) Dollars, to the
payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves, our
heirs, executors and administrators.

Signed by us, and dated this 14TH day of FEBRUARY, 2008

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound

LAURA CONSTRUCTION, LLC. of 3005 St. Rt. 721 LAURA, OHIO 45337

have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and
perform the work and labor for the construction of the SHEARER #3 DITCH improvement
petitioned for by SENATE BILL 160 and others specified in said Contract, to
the satisfaction and acceptance of the County Engineer, on or before the 31st day of DECEMBER,
2008, for the compensation of NINETY-ONE THOUSAND FIVE HUNDRED AND
EIGHTY AND 00/100 (\$91,580.00) Dollars.

Second, to save the County from any loss caused by delay in completing the work or furnishing the
material within the time and in the manner expressed in the contract, bid and specifications;

Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the
contractor in the performance of his contract;

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said LAURA CONSTRUCTION, LLC. of 3005 St. Rt. 721 LAURA, OHIO 45337 shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

Walter J. Steiner
witness

Allen S. Guy Dea
witness

Janet Coates
signed

LAURA Construction LLC
company

3005 S. ST. RT. 721
street

LAURA, OH 45337
city, state, zip

The above Bond being good and sufficient is approved this 19th day of Feb., 2008.

John N. Bergman
commissioner

Douglas A. Spencer
commissioner

~~Ann F. ...~~ Invalid
commissioner

Emily M. ...
Appointed Commissioner

IN THE MATTER OF AUTHORIZING DAVID REICHELDERFER, SOLID WASTE MGMT. DISTRICT COORDINATOR, TO EXECUTE ODNR LITTER CLEANUP GRANT AGREEMENT AND NECESSARY REPORTING PAPERWORK ASSOCIATED WITH THIS GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of February, 2008 the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, David Reichelderfer, Coordinator of the Auglaize County Solid Waste Management District, informed the Board of County Commissioners that the County has received notification, on this date, that the Solid Waste District has received an ODNR Litter Cleanup Grant Agreement in the amount of \$2,500.00; and,

WHEREAS, said Grant will be effective on April 1, 2008 with the money being used to purchase litter bags and reflective safety vests for groups performing the service of roadside cleanup that is coordinated by the County Engineer and the participating Townships; and,

WHEREAS, Coordinator Reichelderfer requested that the Board of County Commissioners authorize him to execute the ODNR Litter Cleanup Grant Agreement and the subsequent necessary reporting paperwork associated with this grant.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize David Reichelderfer, Coordinator of the Auglaize County Solid Waste Management District, to execute the ODNR Litter Cleanup Grant as requested; and,

BE IT FURTHER RESOLVED that Coordinator Reichelderfer be authorized to execute all necessary reporting paperwork associated with said ODNR Litter Cleanup Grant.

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

Adopted this
19th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, YES
Douglas A. Spencer

Ivo J. Kramer, YES
Ivo J. Kramer

cc: David Reichelderfer, Solid Waste/Recycle
Coordinator