

**IN THE MATTER OF APPROVING THE 2013 BRIDGE REPLACEMENT/REHABILITATION PROGRAM
AS PRESENTED BY COUNTY ENGINEER DOUGLAS REINHART.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer, Doug Reinhart, presented the 2013 county bridge replacement/rehabilitation program to the Board of County Commissioners with the following bridges listed for upgrading:

3 SIDED PREMANUFACTURED CONCRETE BOXES

JAC-016-00.03	Winner Road east of Mercer County	\$ 47,500
JAC-016-00.12	Winner Road 0.1 miles east of Mercer County	\$ 45,000
MOU-150-06.03	Vogel Road east of Townline-Kossuth Road	\$ 43,000
CLA-110-18.07	Fryburg East Road east of Townline-Lima Road	\$ 42,000
PUS-191-11.05	Townline-Lima Road north of Fryburg East Road	\$ 42,000
UNI-223-17.56	Boundary Road north of SR 67	\$ 47,500
WAY-180-24.87	Fairmount Road west of SR 196	\$ 42,000

COUNTY MANUFACTURED CONCRETE BRIDGE BEAMS

GER-050-02.02	Amsterdam Road east of Tri-Township Road	\$ 87,850
MOU-071-17.13	Townline-Kossuth Road south of Lock 14 Road	\$ 98,600

BRIDGE WORK REQUIRING A CONTRACTOR

SAL-190-05.37	Salem-Noble Road west of CR 66A	\$120,483
SAL-226-04.65	Deep Cut Road over Miami & Erie Canal	\$190,300

BRIDGE DECK REHABILITATION

JAC-036-05.69	North Corporation Road West of East Shelby	\$ 7,101
WAS-103A-10.88	Moulton Angle West of Moulton New Knoxville	\$ 9,965
WAS-106-6.01	Holtkamp Road East of East Shelby	\$ 6,622

2013 BRIDGE PROGRAM TOTAL \$ 829,921.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the above shown 2013 Bridge Replacement Program and does authorize Engineer Doug Reinhart to proceed with plans to cause the mentioned replacements.

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

Adopted this
12th day of
March, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula . *yes*
Don Regula

John N. Bergman . *yes*
John N. Bergman

Douglas A. Spencer . *yes*
Douglas A. Spencer

cc: County Engineer - Doug Reinhart

IN THE MATTER OF AUTHORIZING A HOUSING REHABILITATION PROJECTS UNDER THE C.H.I.P. PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 12th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners did receive a \$500,000.00 grant through the State of Ohio's Comprehensive Housing Improvement Program for the acquisition & rehabilitation of housing units within the County; and

WHEREAS, the following projects are ready to proceed:

Applicant: Mary Bradford 802 North Defiance, Wapakoneta, Ohio
Project Cost: \$10,720.00 (OHTF Funds)
Contractor: Mr. Comfort, Inc.

Applicant: Rhonda Eldridge 1015 Williams Street, St. Marys, Ohio
Project Cost: \$36,439.00 (HOME Funds)
Contractor: Heise General Contracting, LLC

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the housing projects as noted above.

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

Adopted this 12th day
of March, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

- ✓ cc: Gayle Flaczynski – Poggemeyer Design Group
- ✓ BOCC Clerk – Esther Leffel

IN THE MATTER OF AUTHORIZING BUCKEYE EXTERMINATING INC. TO SPRAY THE COUNTY'S ADMINISTRATION BUILDING OFFICE, COURTHOUSE IN WAPAKONETA AND WEST DISTRICT COURT IN ST. MARYS FOR GENERAL PEST CONTROL.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, annually it is necessary to have an exterminator make an application of insecticide to ward off insects of various kinds in the county offices and departments located in the County Administration Building, Courthouse in Wapakoneta and West District Court in St. Marys; and,

WHEREAS, a quotation has been submitted by Buckeye Exterminating Inc. for the spraying of insecticide in all three buildings mentioned at the cost of \$425.00 for the Administration Building, \$475.00 for the Courthouse in Wapakoneta and \$135.00 for the West District Court in St. Marys.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize Buckeye Exterminating Inc. to perform the insecticide spraying for General Pest Control in the offices and departments located in the County Administration Building, Courthouse in Wapakoneta and West District Court in St. Marys; and,

BE IT FURTHER RESOLVED that the Board directs the Clerk of the Board to encumber \$1,035.00 to Buckeye Exterminating Inc. for the above authorized pest control treatment.

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

Adopted this
12th day of
March, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . yes
Douglas A. Spencer

- cc: Housekeeping staff
- ✓ Buckeye Extermination Inc.
- ✓ Clerk of the Board

**IN THE MATTER OF AUTHORIZING INNOVATIVE OFFICE SOLUTIONS, INC TO ORDER
ADDITIONAL FURNITURE NEEDED FOR THE COURTHOUSE, CLERK OF COURTS OFFICE.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to order additional furniture needed for the additional employee hired in the Clerk of Courts Office – Common Pleas Section for the Courthouse Renovation Project; and,

WHEREAS, a proposal has been submitted from Innovative Office Solutions, Inc. for the necessary furniture in the Courthouse in the amount of \$3,694.69.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County does hereby approve and authorize the Innovative Office Solutions, Inc. to proceed with the additional furniture for the Auglaize County Courthouse as per the proposal submitted to said Board at a total cost of \$3,694.69.

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

Adopted this
12th day of
March, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Innovative Office Solutions, Inc.
✓ Clerk of Courts

IN THE MATTER OF COMMISSIONERS' FINDING AFFIRMING FORMER ORDER, CONFIRMING THE ASSESSMENTS, AND ORDERING THE LETTING OF THE CONTRACTS FOR KLOSTERMAN TILE DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 12th day of March, 2013.

Commissioner Spencer made the motion to adopt of the following:

RESOLUTION

WHEREAS, on February 21, 2013 the Board of County Commissioners held the final hearing for the Klosterman Tile Ditch project on the Reports and Schedules of the County Engineer, on the estimated assessments, on claims for compensation or damages and on the proceedings for the improvement, and on application filed for change of route or change in the nature, kind and extent of the work proposed to be done; and,

WHEREAS, said Board finds that due and legal notice of this final hearing has been given as required by law; and,

WHEREAS, said Board has heard all the evidence offered in the proceedings and received and considered all the schedules and reports filed by the County Engineer; and,

WHEREAS, at the time the assessment process was reviewed and assessments were discussed, landowners present were in favor of the project, with said landowners requesting that sixteen (16) semi-annual payment financing should be sought for the note for the balance of moneys needed to complete payment of project after the thirty day assessment payment period has passed.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby rule in favor of this improvement as in its former order; and,

BE IT STILL FURTHER RESOLVED that said Board does approve the maps, profiles, plans, schedules, and reports prepared and presented by the County Engineer at the final hearing; and,

BE IT STILL FURTHER RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby set April 30, 2013 at 11:00 a.m. as the date and time to receive and publicly open bids in the Commissioner's Chambers, Administration Building, 209 S. Blackhoof Street – Room 201, Wapakoneta, Ohio for the construction of this project; and,

BE IT FURTHER RESOLVED that the completion date for this project is December 15, 2013; and,

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the necessary legal steps to cause the above set bid opening.

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

Adopted this
12th day of
March, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula *yes*
Don Regula

John N. Bergman *yes*
John N. Bergman

Douglas A. Spencer *yes*
Douglas A. Spencer

cc: County Engineer

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE CONTRACT WITH
POGGE MEYER DESIGN GROUP, INC. FOR THE ADMINISTRATIVE SERVICES FOR THE FY 2013 CDBG FORMULA
PROGRAM.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2013.

Commissioner Spencer 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 2013 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 \$25,000.00 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 \$13,000.00; |

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 2013 CDBG Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, Don Regula 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
12th day of
March, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Poggemeyer Design Group, Inc.
County Administrator



March 5, 2013

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

Re: Auglaize County - FY2013 CDBG Community Development Program
Formula Program Administrative Services Contract
PDG Job No. 3510-073

Dear Mr. Hensley:

Pursuant to the FY2013 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 FY2013 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 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 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 ODSA, including outreach and training sites.
 - e. Properly updating the required Community Assessment and Strategy (CAS), if required.



Mr. Michael Hensley
March 5, 2013
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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 Formula 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 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 \$13,000.00.** 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 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.



Mr. Michael Hensley
March 5, 2013
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The fee for providing these basic services is a lump sum fee not to exceed \$25,000.00, 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) 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.



POGGEMEYER
DESIGN GROUP

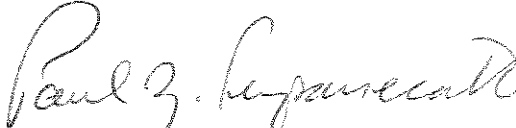
Mr. Michael Hensley
March 5, 2013
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Any inquiries regarding the CDBG Community Development Formula Program may be directed to Mr. Paul TecpanecatI, AICP, Principal Owner or Ms. Dianne Guenther, Community Development Specialist. Please do not hesitate 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. TecpanecatI, AICP
Principal Owner

Attachments

Accepted this 12th day of March, 2013 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 
Don Regula

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.



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.

APPROVED AS TO FORM

Date: 3/15/13

Seal:

Signed: *Shirley A. Pearce*

Title: *Pres. Atty*

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

Attest: I, *Janet Schuler*, Clerk ~~Auditor~~ of *Auglaize County* hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of *Auglaize Co.* or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 3/19/2013

Seal:

Signed: *Janet Schuler*

Title: *Auglaize County Auditor*

**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 2013 CDBG FORMULA
PROGRAM.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2013.

Commissioner Spencer 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 2013 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 2013 CDBG Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, Don Regula 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
12th day of
March, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

✓ cc: Poggemeyer Design Group, Inc.
✓ County Administrator



RECEIVED
MAR 07 2013

March 5, 2013

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

Re: Auglaize County FY2013 CDBG Community Development Program
Formula Program Fair Housing Services Contract
PDG Job No. 3510-074

Dear Mr. Hensley:

Pursuant to the FY2013 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 FY2013 Community Development Block Grant (CDBG) Community Development 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 Community Development Formula 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.



POGGEMEYER
DESIGN GROUP

Mr. Michael Hensley
March 5, 2013
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, 2013 through August 31, 2014).

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 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 12th day of March, 2013 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: Don Regula
Don Regula

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.



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: _____

**IN THE MATTER OF DOCUMENTING THE FINAL HEARING FOR THE DOORLEY #2 DITCH PROJECT;
RECESSING SAID HEARING WITH A CONTINUATION DATE TO BE DETERMINED.**

The Board of Auglaize County Commissioners met in regular session on the 12th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on February 14, 2013, at 2:00 p.m., the Board of County Commissioners did conduct the Final Hearing on the Engineer's Reports and Estimated Assessments for the Doorley #2 Ditch project; and,

WHEREAS, said Board finds that due and legal notice of the final hearing was given as required by law; and,

WHEREAS, said Board has heard all the evidence offered in the proceedings and received and considered all the schedules and reports filed by the County Engineer; and,

WHEREAS, at this time the assessment process was reviewed and assessments were discussed; and,

WHEREAS, some questions were raised which called for investigation of some implicit discrepancies in the watershed boundaries and storm sewer design; and,

WHEREAS, after much discussion, it was determined that the hearing should be recessed, allowing the County Engineer the opportunity to re-evaluate said watershed boundaries and storm sewer design.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby document the findings for the final hearing of the Doorley #2 Ditch project; and,

BE IT FURTHER RESOLVED, that the Board does hereby recess said final hearing and does direct the County Engineer to re-evaluate the Doorley #2 Ditch watershed boundaries and storm sewer design, thus revisiting and revising the Engineer's Reports and Schedules; and,

BE IT FURTHER RESOLVED that said Board, upon receipt of the completed revised Engineer's Reports and Schedules for the Doorley #2 Ditch project, will set the place, date and time to reconvene said final hearing for the Doorley #2 Ditch project with the involved property owners being advised of the determined place, date and time, pursuant to Ohio Revised Code Section 6131.16.

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

Adopted this
12th day of
March, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . Yes
Douglas A. Spencer

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
370923	\$ 3,162.96	TSC
370949	\$ 2,402.00	Joseph Benavidez
370983	\$ 5,765.07	SAFY
370988	\$ 480.00	Krites Landscaping & Excavating, LLC
370989	\$ 138.00	Nicole Winget
370989	\$ 785.00	Nicole Winget
370996	\$ 184.17	Jeff Steinke
370998	\$ 1,464.32	RCS
371004	\$ 155.00	Grandview Family Practic
371006	\$ 100.00	Cody Striff
371009	\$ 1,996.25	Clemans Nelson & Assoc
371011	\$ 5,266.69	Medline
371057	\$ 1,248.00	Northwoods Consulting Partners
371062	\$ 4,779.67	Innovative Office Solutions
371083	\$ 2,024.94	Dominion East Ohio
371113	\$ 335.78	Lucas Kiefer
371116	\$ 164.00	Minster Bank

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

Adopted this
12th day of
March, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Y
Douglas A. Spencer

✓cc: County Auditor

IN THE MATTER OF THE RE-APPOINTING TIM BECHER AND MICHAEL SCHNELL TO THE AUGLAIZE/SHELBY COUNTIES ZONING BOARD OF APPEALS FOR THE NEIL ARMSTRONG AIRPORT.

The Auglaize/Shelby Airport Zoning Board, consisting of the Joint Boards of County Commissioners of Auglaize and Shelby Counties, Ohio met on the 12th day of March, 2013 with the following members present:

Auglaize County: Bergman, Regula, Spencer

Shelby County: Bankost, Guillozet, Shannon

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the terms of Tim Becher and Michael Schnell, as members of the Auglaize/Shelby County Zoning Board of Appeals, will terminate March 31st, 2013; and,

WHEREAS, Mr. Becher and Mr. Schnell were contacted about their willingness to serve another three year term on said Board of Appeals.

WHEREAS, the individuals have agreed to be re-appointed and serve another term; and,

WHEREAS, it was determined that terms shall terminate on March 31st and new appointments will commence on April 1st.

THEREFORE, BE IT RESOLVED that the Auglaize/Shelby County Airport Zoning Board, does hereby agree to the appointment dates and does re-appoint Tim Becher and Michael Schnell to the Auglaize/Shelby County Airport Zoning Board of Appeals for a three year term, to commence April 1st, 2013 and terminate March 31, 2016.

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

Adopted this
12th day of
March, 2013

AUGLAIZE COUNTY, OHIO

Don Regula
John N. Bergman
Debra A. Spencer

SHELBY COUNTY, OHIO

John L. Shannon
Robert A. Guillozet
Anthony J. Bankost

✓ cc: Todd Kitzmiller - Airport Authority President
Above mentioned appointee
✓ ✓