

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS TO CERTIFY THE PUBLIC NOTICE FOR THE REQUEST FOR RELEASE OF FUNDS IN CONJUNCTION WITH THE OHIO DEPARTMENT OF DEVELOPMENT PY2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) VILLAGE OF BUCKLAND NEIGHBORHOOD REVITALIZATION GRANT (NRG).

The Board of County Commissioners of Auglaize County met in regular session on the 17th day of May, 2022.

Commissioner Spencer made the motion to adopt the following:

RESOLUTION

WHEREAS, the Board of Commissioners has received a PY2021 Community Development Block Grant (CDBG) Village of Buckland Neighborhood Revitalization Grant (NRG). Project Activities: Flood & Drainage Facilities; Parking Facilities; Parks & Recreation Facilities; and Sidewalk Improvements. Source of Federal Funds: Community Development Block Grant (CDBG). #5-1: Flood & Drainage Facilities. \$351,000 CDBG and \$48,900 Village funds. Funds will be used for installation of approximately 2,600LF of curb/gutter and 16 catch basins along the entirety of the east side of Main Street-SR197 from Cemetery Road to Buckland River Road in the Village of Buckland. Estimated activity cost: \$399,900. #5-2: Parking Facilities. \$118,000 CDBG and \$17,520 Village funds. Funds will be used to resurface approximately 40,500SF of parking (approx. 78 spaces/4 ADA spaces) at/adjacent to Community Park off Cemetery Road in the Village of Buckland. Estimated activity cost: \$135,520. #5-3: Parks & Recreation Facilities. \$46,600 CDBG and \$6,400 Village funds. Funds to install one (1) Basketball Court off Cemetery Road at the Community Park area in the Village of Buckland. Estimated activity cost: \$53,000. #5-4: Sidewalk Improvements. \$209,400 CDBG and \$29,880 Village funds. Funds will be used for installation of approximately 3,300LF of sidewalk and 11 ADA-compliant curb ramps along the entirety of the east side of Main Street from Cemetery Road to Buckland River Road, and portions of the south sides of Cemetery and Buckland River Roads, in the Village of Buckland. Estimated activity cost: \$239,280. General Administration funds are also a component of the project (\$25,000 CDBG). Multi-year Project. Village of Buckland, Auglaize County, OH. Estimated Total Cost of Project: \$852,700+; and,

WHEREAS, the Environmental Review Record (ERR) has been completed for each of the projects listed above; and,

WHEREAS, the required public notice of the above finding and request for release of funds sets forth a period of time expiring on May 24, 2022 at 4:30 p.m. during which time written comments regarding the finding will be received by the Commissioners' Office for consideration.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio hereby authorizes and directs the Clerk of the Board to post the herein described Public Notice and formally authorizes the publication of the same in The Evening Leader and The Wapakoneta Daily News on May 17, 2022; and,

BE IT FURTHER RESOLVED that the Board hereby authorizes the Board President to sign any and all documents required by the State of Ohio related to the Environmental Review of the PY2021 Community Development Block Grant (CDBG) Village of Buckland Neighborhood Revitalization Grant (NRG) and the Request for Release of Funds on behalf of the Board of County Commissioners.

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

Adopted this
17th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
209 S. Blackhoof St., Wapakoneta, Ohio 45895**

Phone: 419-739-6710

Fax: 419-739-6711

May 11, 2022

TO: The Wapakoneta Daily News/The Evening Leader

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Public Notice to be published in the Wapakoneta Daily News & The Evening Leader

Please publish, in the **smallest print possible**, in the Non-Legal Section of the newspapers, the accompanying Public Notice on Tuesday, May 17, 2022.

Please send **Certificate of Publication to and invoice to:**

Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895

Thank you.

Esther Leffel
BOCC Clerk

**PUBLIC NOTICE
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

May 17, 2022

Mr. David Bambauer, President
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895
(419) 739-6710

To All Interested Agencies, Groups, and Individuals:

On or about, but not before, **May 25, 2022**, the Auglaize County Board of Commissioners will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following project(s):

**PY2021 Auglaize County Community Development Program
Village of Buckland Neighborhood Revitalization Grant (NRG)**

Project Activities: Flood & Drainage Facilities; Parking Facilities; Parks & Recreation Facilities; and Sidewalk Improvements. Source of Federal Funds: Community Development Block Grant (CDBG).

#5-1: Flood & Drainage Facilities. \$351,000 CDBG and \$48,900 Village funds. Funds will be used for installation of approximately 2,600LF of curb/gutter and 16 catch basins along the entirety of the east side of Main Street-SR197 from Cemetery Road to Buckland River Road in the Village of Buckland. Estimated activity cost: \$399,900.

#5-2: Parking Facilities. \$118,000 CDBG and \$17,520 Village funds. Funds will be used to resurface approximately 40,500SF of parking (approx. 78 spaces/4 ADA spaces) at/adjacent to Community Park off Cemetery Road in the Village of Buckland. Estimated activity cost: \$135,520.

#5-3: Parks & Recreation Facilities. \$46,600 CDBG and \$6,400 Village funds. Funds to install one (1) Basketball Court off Cemetery Road at the Community Park area in the Village of Buckland. Estimated activity cost: \$53,000.

#5-4: Sidewalk Improvements. \$209,400 CDBG and \$29,880 Village funds. Funds will be used for installation of approximately 3,300LF of sidewalk and 11 ADA-compliant curb ramps along the entirety of the east side of Main Street from Cemetery Road to Buckland River Road, and portions of the south sides of Cemetery and Buckland River Roads, in the Village of Buckland. Estimated activity cost: \$239,280.

General Administration funds are also a component of the project (\$25,000 CDBG). Multi-year Project. Village of Buckland, Auglaize County, OH. Estimated Total Cost of Project: \$852,700+.

The activities proposed are categorically excluded under U.S. Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for the project is on file at the Auglaize County Board of Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 and may be examined or copied weekdays 8:30 A.M to 4:00 P.M. The ERR may also be provided upon request electronically via email. Please submit your request by U.S. mail to the Auglaize County

Board of Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 or by email to epreston@auglaizecounty.org.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Auglaize County Board of Commissioners by U.S. mail or email at the addresses above. All comments received before **May 25, 2022** will be considered by the Auglaize County Board of Commissioners prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

The Auglaize County Board of Commissioners certifies to the State of Ohio that David Bambauer in his capacity as President of the Board of County Commissioners consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The State of Ohio's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Auglaize County Board of Commissioners to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

The State of Ohio will accept objections to its release of funds and the Auglaize County Board of Commissioners certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Auglaize County Board of Commissioners; (b) the Auglaize County Board of Commissioners has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the State of Ohio; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Ohio Department of Development, Office of Community Development at OCD@development.ohio.gov. Potential objectors should contact the State of Ohio to verify the actual last day of the objection period.

Mr. David Bambauer, President

Auglaize County Board of Commissioners

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. (A KLEINFELDER COMPANY) FOR THE ADMINISTRATIVE SERVICES FOR THE PY 2021 CDBG TARGET OF OPPORTUNITY GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of May, 2022.

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 PY 2021 (CDBG) Target of Opportunity Grant Program; and,

WHEREAS, the fees for the CDBG administration basic services are not to exceed a sum of \$15,000.00 and are broken down as follows:

Administration – Not to exceed \$15,000.00; 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 it 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 PY2021 CDBG Target of Opportunity Grant Program at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambauer, to execute said contract.
Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
17th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Y
David Bambauer

John N. Bergman, Y
John N. Bergman

ABSTAIN
Douglas A. Spencer

cc: Poggemeyer Design Group, Inc.
CDBG Allocation file

CLIENT PROFESSIONAL SERVICES AGREEMENT
CDBG TARGET OF OPPORTUNITY DOWNTOWN REVITALIZATION GRANT ADMINISTRATION
AUGLAIZE COUNTY, ST. MARYS, OHIO
PDG PROPOSAL NO. MW231982.001P

This Agreement is made on: May 17, 2022

Between Auglaize County, Ohio with offices at 209 South Blackhoof Street, Wapakoneta, Ohio 45895 (Client)

And Poggemeier Design Group, Inc. (a Kleinfelder Company) with offices at 1168 North Main Street, Bowling Green, Ohio 43402 (PDG)

Recitals

- A. Client wishes to appoint PDG to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. PDG has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

1.1 The parties agree that the documents listed in 1.1(a) through (c) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:

- (a) first, amendments and Change Orders issued in accordance with this Agreement;
- (b) second, PDG's Proposal, dated April 25, 2022 which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A); and
- (c) third, this Agreement.

1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.

1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

2.1 PDG shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as PDG and Client jointly agree in writing (collectively, **Services**). The Proposal also shall specify Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees

and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

3. STANDARD OF CARE

- 3.1 PDG will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of PDG's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 PDG makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 PDG will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by PDG of this Agreement, Client will direct PDG in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 PDG will only sign certifications relating to the Services if PDG agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. PDG'S RESPONSIBILITIES

- 4.1 PDG will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 PDG will, as reasonably directed by Client or its authorized agent:
 - (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by PDG beforehand. All Services shall be fully completed no later than December 31, 2023 unless earlier terminated by either party or extended by the parties' mutual written agreement.

- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay PDG on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by PDG in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

- 6.1 PDG will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. PDG will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
 - Client will pay a **lump sum** of \$ _____ PDG will invoice monthly on a percentage completed basis.
 - Client will pay on a **time and material basis not to exceed the sum of \$15,000.00 (Fifteen Thousand and 00/100 Dollars)**. PDG will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, PDG will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to PDG in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for PDG's Services are adjusted once annually to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by PDG and consistent with PDG's overall compensation practices and procedures. PDG reserves the right to periodically adjust its fee schedule.
- 6.4 PDG will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 PDG may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 PDG will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 PDG will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. All limits will be 1M minimum limits.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by PDG under clause 12.1.

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or PDG may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions or Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in PDG's compensation.
- 8.2 PDG will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. PDG will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and PDG cannot agree upon an equitable adjustment in the schedule and compensation, and PDG does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 PDG will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided PDG reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to PDG by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that PDG may retain one copy of all such documents.

10.2 Client agrees:

- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by PDG pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
 - (b) PDG will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
 - (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
 - (d) reuse without the specific prior written consent of PDG will be at the user's sole risk and without PDG liability, and Client agrees (i) to remove PDG's and PDG's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless PDG and PDG's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.
- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by PDG pursuant to this Agreement will be subject to approval at PDG's sole discretion and to additional fees, terms and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with PDG on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with PDG.
- 11.3 Client acknowledges and agrees that PDG is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, PDG indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of PDG and its employees, agents, representatives, subcontractors, and any other party for whom PDG is legally responsible (**PDG Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the PDG Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this

indemnity provision does not include, and in no event shall PDG be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by PDG. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any PDG insurance policy.

12.2 CLIENT/GOVERNMENT ENTITY agrees to hold CONSULTANT harmless from and against liabilities, losses or damages caused by the negligence or fault of CLIENT/GOVERNMENT and its employees, agents, representatives, subcontractors, and all other parties for whom CLIENT/GOVERNMENT ENTITY is legally responsible ("Client Parties"), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities.

12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY

13.1 The maximum aggregate liability of PDG arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to PDG for the Services or \$50,000, and Client hereby releases PDG from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.

13.2 This limitation of liability has been agreed after Client and PDG discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to PDG.

13.3 As used in this clause 13, "PDG" includes PDG, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either PDG or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

15.1 Client agrees:

(a) PDG will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;

- (b) PDG's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (c) PDG will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

16. SITE ACCESS

16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for PDG's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

17.1 PDG will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.
- 18.2 Client and PDG agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.
- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
- 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
- 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 19.5 Client and PDG shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. PDG may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

IN WITNESS WHEREOF, Client and PDG have caused this Agreement to be executed on the date first written above.

CLIENT: AUGLAIZE COUNTY, OHIO

ENGINEER: ~~POGGEMEYER~~ DESIGN GROUP, INC.
(A Kleinfelder Company)

By: *David Barber*

By: *Jack Jones*

Printed Name: David Barber

Printed Name: Jack A. Jones, P.E.

Title: President

Title: Senior Program Manager

By: _____

By: *Scott Schroeder*

Printed Name: _____

Printed Name: Scott Schroeder, P.E.

Title: _____

Title: Area Manager

ATTACHMENTS: Exhibit A, PDG Proposal of Services
Exhibit B, PDG Hourly Rate Schedule
Exhibit C, Certificate of Owner's Attorney and Availability of Funds

EXHIBITS

Client Professional Services Agreement (USA)

**EXHIBIT A
PROPOSAL OF SERVICES**

Project Title: Auglaize County CDBG Target of Opportunity Downtown Revitalization Grant Administration for St. Marys Theater

Description of Improvements: Administration of CDBG Target of Opportunity Downtown Revitalization Grant

Project Location(s): St. Marys, Ohio

Current Project Budget: \$315,000 (\$15,000 Administration paid for by CDBG ToO Downtown Revitalization Program Grant)

Planner shall provide the scope of services as outlined below:

- PDG will convene a virtual start-up meeting with County Staff, City of St. Marys, and Friends of St. Marys Theater & Grand Opera House, Inc. (downtown property owner) to explain the CDBG Target of Opportunity (ToO) Downtown (DT) Revitalization Program, the rehabilitation process, grant limits, Davis-Bacon wage rates, pre-construction conferences, labor interviews and review contract documents.
- PDG will complete the Environmental Review Record (ERR) and complete all required coordination and give the County sample necessary publications. CDBG Administration funds can be used to pay for the ERR advertisement(s).
- Provide assistance to one (1) DT property owner on a one-on-one basis regarding their planned building improvements and related grant paperwork. PDG will walk the property owner through the 14-step process required for building improvements under the CDBG program.
- PDG will coordinate each building project with OHPO. We will work with the City to have the proposed rehabilitation work reviewed by the local design review board.
- PDG will complete the necessary paperwork for the invitations-to-bid (ITBs) process, including bidder terms and conditions, non-collusion affidavit, list of sub-contractors, equal opportunity employment assurance of compliance, contractor receipt of documents and quote/bid proposal.
- PDG will complete the necessary paperwork for pre-construction conferences, including Davis-Bacon wages, bid tab, contractor eligibility form for prime and subs, addendums, insurance cert, workers comp cert, executed change orders, payroll verification, contractor invoices/executed payment requests and copies of payment checks from community to contractor.

- PDG will prepare the construction contract and grant closing documents. Bid openings and loan closings can be done virtually.
- PDG will ensure the necessary paperwork for the final building file has been completed, including agreement between property owner and county for grant funds, agreement between property owner and contractor to complete necessary improvements, contractor terms and conditions, notice to proceed, labor interviews, payroll reports, inspection, and grant disbursement/reimbursement.
- PDG will conduct the contractor walkthroughs, check the state's contractor debarment list, and obtain current Davis-Bacon wage rates 30 days and 10 days prior to bidding.
- PDG will monitor the construction work, process all necessary forms, handle change orders, contractor payments, and finalize all work.
- PDG will assist with status reports, in assembling project files and with preparation for state monitoring of the program.

**EXHIBIT B
2022 HOURLY RATES – PROFESSIONAL SERVICES**

Area Director	\$180.00
Area Manager	\$169.50
Dept. Director	\$160.00
Dept. Manager	\$156.50
Project Manager Leader	\$156.50
Sr. Project Manager	\$149.50
Project Manager	\$147.50
Project Engineer/Architect	\$142.50
Design Engineer/Architect	\$126.50
Architect/Engineer	\$104.75
Sr. Designer	\$137.00
Design Technician	\$123.50
Sr. CAD Technician	\$97.50
CAD Technician	\$75.00
Jr. CAD Technician	\$67.50
Project Developer	\$126.25
Project Administrator	\$137.00
Project Coordinator	\$147.75
Environmental Planning Administrator	\$107.50
Project Integrator	\$137.00
Project Administration Assistant	\$109.75
Housing Administrator	\$115.00
Housing Specialist	\$115.00
Housing Specialist Assistant	\$85.00
Housing Inspector	\$79.50
Community Development Specialist	\$85.50
IT Manager	\$126.50
Administrative Support	\$65.75
Administrative Assistant	\$72.50
Graphic Design	\$117.50
GIS Technician	\$115.50
Professional Surveyor	\$157.50
Crew Leader	\$137.00
Survey-Robotics	\$149.50
Instrument Person	\$126.50
Survey Assistant	\$55.00
Resident Observer	\$87.50
Sr. Project Observer	\$79.50
Project Observer	\$69.50
General Assistant	\$49.50
Sr. Intern	\$54.50
College Intern	\$47.50

Mileage @ \$0.585 per mile

NOTE:

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

County Commissioners Office
Auglaize County, Ohio
May 17, 2022

NO. #22-245

IN THE MATTER OF APPROVING THE RE-EVALUATION OF THE ASSESSMENT BASE FOR THE MAINTENANCE FOR THE DOERING DITCH; CHANGING THE WATERSHED MAP AND CERTIFYING THE MAINTENANCE BASE TO THE COUNTY AUDITOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #22-177, the Board of Auglaize County Commissioners set a date, May 12, 2022, to hold a public hearing on the base assessments for the Doering Ditch Maintenance fund established in 1976; and,

WHEREAS, that the hearing was for the review and re-evaluation of the Doering Ditch which is provided under section 6137.112 of the Ohio Revised Code; and,

WHEREAS, in addition to reevaluating the Doering watershed; and,

WHEREAS, there currently exists a negative balance in the maintenance fund of \$2,077.21; and,

WHEREAS, notification of the public hearing and base assessments were given, via U.S. Mail, to all landowners involved in said watershed.

THEREFORE BE IT RESOLVED, that the Board of Auglaize County Commissioners, does hereby approve the re-evaluation of the assessment base from \$2,967.00 to \$16,528.13 for the Doering Ditch; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners, does hereby authorize the changes to the watershed map and acreage; and,

BE IT STILL FURTHER RESOLVED that beginning with the 2023 tax collection year the Board authorizes an 8% maintenance fee to be charged to the watershed for the collection years 2023, 2024 and 2025 for the Doering Ditch Maintenance Fund; and,

BE IT STILL FURTHER RESOLVED that said Board certifies to Auglaize County Auditor said maintenance assessment base and acreage adjustments.

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

Adopted this
17th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

David Bambaer yes
David Bambaer

John N. Bergman ye
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

cc: Engineer
Auditor

IN THE MATTER OF RATIFYING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN AUGLAIZE COUNTY OHIO JUVENILE COURT BY AND THROUGH THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND THE PROGRESS PROFESSIONAL COUNSELING AND CONSULTATION GROUP FOR CO-ED TREATMENT GROUPS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Juvenile Court Judge Mark Spees has presented a Memorandum of Understanding (MOU) between the Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the Progress Professional Counseling and Consultation Group for the co-ed closed treatment groups; and,

WHEREAS, the Auglaize County Ohio Juvenile Court agrees to pay Progress Counseling and Consultation Group \$380 for weekly groups starting the first week of June 12, 2022. These group sessions will last between 8 and 10 weeks for 1.5 hours per session. The cost will include two attending licensed professional counselors and additional costs related to group materials and recreational expenses when applicable. Judge Spees approves and recommends that the Board of Auglaize County Commissioners approve and execute said Memorandum of Understanding.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the Memorandum of Understanding (MOU) between Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the Progress Counseling and Consultation Group for the above stated program.

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

Adopted this
17th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Juvenile Judge Mark Spees
Progress Professional Counseling and Consultation Group

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Auglaize County and the Progress Professional Counseling and Consultation Group. Auglaize County agrees to pay Progress Counseling and Consultation for the co-ed closed treatment group as follows. The Auglaize County Ohio Juvenile Court agrees to pay the Progress Professional Counseling and Consultation a sum of \$380 for weekly groups starting the first week of June 12, 2022. These group sessions will last between 8 and 10 weeks for 1.5 hours per session. The cost will include two attending licensed professional counselors and additional costs related to group materials and recreational expenses when applicable.

Progress Professional Counseling & Consultation

Auglaize County Ohio Juvenile Court

Rick Kinastle 5-11-2022
Date

Jacobi 5-11-2022
Date

[Signature] 5/12/22
Date

Auglaize County Commissioners

Dei Bowman
John N. Bergman
President Gene

Date 5/17/22
Date May 17, 2022
Date 5/17/22

County Commissioners Office
Auglaize County, Ohio
May 17, 2022

NO. #22-247

IN THE MATTER OF APPROVING PLANS FOR THE REPLACEMENT OF JOINT COUNTY BRIDGE WITH ALLEN COUNTY; RATIFYING THE EXECUTION OF SAME.

The Board of County Commissioners of Auglaize and Allen Counties, Ohio met in regular session on the 17th day of May, 2022.

Commissioner Noonan moved the adoption of the following:

RESOLUTION

WHEREAS, Andrew Baumer, Auglaize County Engineer, presented to the Auglaize and Allen Board of County Commissioners plans for the replacement of a Joint County bridge along with the following correspondence:

Auglaize County Board of County Commissioners
209 South Blackhoof Street, Suite 201
Wapakoneta, Ohio 45895

Allen County Board of County Commissioners
204 North Main Street, Suite 301
Lima, Ohio 45801

Re: Joint County Bridge with Allen County

Dear Commissioners:

The plans for a new bridge on the joint county road have been prepared and ready for the approval of the Commissioners of Auglaize and Allen County. The bridge is located on Auglaize County Line Road in Union Township, Auglaize County and Perry Township, Allen County, over an open ditch about a quarter mile east of Wrestle Creek Road – Auglaize County and Schooler Road – Allen County.

The existing concrete beam bridge was built in 1977. The deteriorated concrete beams have cracked and spalled to a point where steel reinforcement exposed and rusted. The condition of the bridge has worsened to a point where a legal load posting is currently necessary on this structure. The existing abutment walls are still in good condition and will be reused.

The proposed bridge will utilize precast concrete beams fabricated by Auglaize County. A 6” composite deck will be placed over the beams which will increase the carrying capacity of the bridge significantly while also helping to extend the life of the bridge. The existing abutment walls will be modified to accept the new concrete beams. The new bridge will be 27’ wide and 31’ long. Since the abutment walls are being reused, the hydraulic capacity of the bridge will remain the same.

The approval from both Auglaize and Allen County Board of Commissioners is requested in order to proceed with this project. Upon the joint Boards approval, construction will be completed by the Auglaize County Bridge Crew and is estimated to begin in mid-summer and be completed prior to fall harvest. The force account estimate cost of this project is \$59,990.98. The cost will be split between the Auglaize and Allen County Engineer’s budgets.

Respectfully,
s/Andrew Baumer
Andrew Baumer, P.E., P.S.
County Engineer

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, and Allen County, Ohio does hereby approve the replacement plans for the above mentioned bridge as presented by Auglaize County Engineer Andrew Baumer; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of the plans for said construction for Joint County Bridge.

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

Adopted this 17th day of May, 2022

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO**

David Bamber, yes
David Bamber

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

**BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY, OHIO**

Beth Seibert, yes
Beth Seibert

Cory Noonan, yes
Cory Noonan

Brian Winegardner, yes
Brian Winegardner

cc: Aug. County Engineer
✓ Allen Co. Engineer
✓ Allen County Board of Commissioners

County Commissioners Office
Auglaize County, Ohio
May 17, 2022

NO. #22-248

IN THE MATTER OF APPROVING THE COLLECTION OF ASSESSMENTS FOR THE MAINTENANCE OF THE DAVIS JOINT COUNTY DITCH FOR ALLEN COUNTY PARCELS ONLY AND CERTIFYING THE MAINTENANCE ASSESSMENT TO COUNTY AUDITORS.

The Boards of Auglaize County and Allen County Commissioners met in regular session on the 17th day of May, 2022 with the following members present:

David Bambauer	<u>present</u>	Cory Noonan	<u>present</u>
John N. Bergman	<u>present</u>	Beth Seibert	<u>present</u>
Douglas A. Spencer	<u>present via telephone</u>	Brian Winegardner	<u>present</u>

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #18-077, on February 18, 2018 the Joint Board of County Commissioners executed the resolution approving the re-evaluation of the assessment base for the Davis Joint County Ditch, Changing the Watershed map and certifying the maintenance base to the County Auditors; and,

WHEREAS, within that resolution it also stated that a 20% collection, based on the reevaluation base amounts, shall be collected until a negative balance no longer exists. It was determined after the 2020 collection that Allen County was collecting assessments based on the old base amounts and not the new, reevaluated base amounts. This resulted in a collection of \$3,702.26 less that what should have been collected in Allen County; and,

WHEREAS, in order to remedy this collection issue and to ensure all owners are paying their portion of this maintenance, a collection needs to be made for Allen County parcels. Allen County parcels owe an additional \$3,702.26 because of the lesser amount collected in 2019 and 2020 collection years; and,

WHEREAS, it is Auglaize County Engineer's recommendation to the Joint Board of County Commissioners that only Allen County parcels be charged 20% maintenance assessment in 2023, generating \$3,120.66. The remainder of \$581.60 should be collected by charging only Allen County parcels 3.7% for the 2024 collection year.

THEREFORE BE IT RESOLVED, that the Joint Board of Auglaize and Allen County Commissioners, does hereby approve the recommendation of the Auglaize County Engineer to correct the collection of maintenance assessments for Allen County parcels for maintenance of the Davis Joint County Ditch; and,

BE IT FURTHER RESOLVED that beginning with the 2023 tax collection year the Joint Board authorizes a 20% maintenance assessment and the 2024 tax collection year authorizes a 3.7% maintenance assessment to be charged to Allen County parcels only.

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

Adopted this 17th day of May, 2022

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY**

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

**BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY**

Cory Noonan, yes
Cory Noonan

Beth Seibert, yes
Beth Seibert

Brian Winegardner, yes
Brian Winegardner

cc: Auglaize County Engineer
Auglaize and Allen County Auditors
Allen County Commissioners