

**IN THE MATTER OF ATTESTING TO THE PREPARATION AND ADOPTION OF THE WEST CENTRAL OHIO REGIONAL TRANSPORTATION COORDINATION PLAN AS AMENDED.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of Auglaize County Commissioners had previously participated in an assessment of unmet transportation needs and available resources and the alternative analyses regarding available, appropriate and accessible transportation services for the elderly, disabled, and persons with low incomes within the 4-county region of West Central Ohio; and,

**WHEREAS**, the Board of Auglaize County Commissioners recognizes the existence and service of dozens of public and private, for profit and not for profit, government and social service agencies serving the transportation needs of thousands of elderly, disabled, and/or poverty stricken persons in Allen, Auglaize, Mercer and Van Wert counties; and,

**WHEREAS**, the Board of Auglaize County Commissioners reviewed the West Central Ohio Regional Transportation Coordination Plan (Coordination Plan) prepared by the Lima Allen County Regional Planning Commission with input from more than 30 social service agencies and hundreds of agency clients with the support of the Allen County Regional Transit Authority (ACRTA), and guidance of the Citizens Accessibility Advisory Committee whose members reflected local social service agencies serving the protected classes; and,

**WHEREAS**, the Board of Auglaize County Commissioners approved the West Central Ohio Regional Transportation Coordination Plan (Coordination Plan) and its submission to the Ohio Department of Transportation in January 2015 to serve as the rationale and justification to solicit state and federal financial assistance needed to meet unmet transportation needs of the protected classes across the 4-county region; and,

**WHEREAS**, the Board of Auglaize County Commissioners has continued to actively participate in the ongoing discussions, review and outreach necessary to address the needs of the transportation dependent populations including the poor, the elderly, the young and individuals with disabilities; and,

**WHEREAS**, the Board of Auglaize County Commissioners recognize the commitment and leadership of the mobility managers who continue to guide the FACTS and COLT coalitions and acknowledge the respective accomplishments made since adoption of the West Central Ohio Regional Transportation Coordination Plan in January 2015; and,

**WHEREAS**, the Board of Auglaize County Commissioners are cognizant of the Lima Auglaize County Regional Planning Commission's continued willingness as the Metropolitan Planning Organization to serve as the lead agency to facilitate the development and maintenance of a locally developed Public Transit – Human Services Transportation Coordination Plan (Coordination Plan) for Allen, Auglaize, Mercer and Van Wert counties; and,

**WHEREAS**, the Board of Auglaize County Commissioners recognizes that implementation of strategies within the Coordination Plan undertaken by the FACTS and COLT coalitions will deliver positive results to eliminate the extent of unmet transportation needs across the region that will, from time to time, require amending the original Coordination Plan to reflect new needs, new opportunities, and new strategies.

Resolution Continued

West Central Ohio Regional Transportation Coordination Plan

November 10, 2015 – Page two

**THEREFORE BE IT RESOLVED**, that the Auglaize County Board of Commissioners Accept, Support and Adopt the West Central Ohio Regional Transportation Coordination Plan, as amended to serve as the Locally Developed Public Transportation – Human Services Transportation Coordination Plan for Allen, Auglaize, Mercer and Van Wert Counties; and,

**BE IT FURTHER RESOLVED**, that said Plan and any future amendments work to support eligible items being sought by applicants pursuing Federal Transit Administration 5303, 5304, 5307, 5310 , and 5311 Programs or any such future funding that FTA would make available to advance public transit and/or paratransit services in the region.

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

Adopted this  
10th day of  
November, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

ABSENT,  
Don Regula

John N. Bergman, yes  
John N. Bergman

cc: Lima Allen County Regional Planning Commission  
Thomas Mazur

**IN THE MATTER OF AUTHORIZING CREDIT CARD PAYMENTS FOR FINES CHARGED BY THE JUVENILE, PROBATE AND DOMESTIC RELATIONS COURT AND APPROVING THE PAYMENT SOLUTIONS SERVICE AGREEMENT WITH LEXISNEXIS VITALCHEK NETWORK INC.; AND AUTHORIZING THE PRESIDENT OF SAID BOARD TO EXECUTE SAID AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Juvenile, Probate and Domestic Relations Court Judge Mark Spees has sent correspondence to the Board of County Commissioners about the continuance of the use of a credit card for payments for fines imposed by said Judge Spees; and,

**WHEREAS**, Judge Spees has presented an agreement to the Board for the purpose of processing such payments with a credit card with Lexis Nexis VitalChek Network Inc.; and,

**WHEREAS**, Judge Spees has requested that the Board approve the said payment solutions service agreement.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the payment solutions service agreement as presented by LexisNexis VitalChek Network Inc.; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners does authorize the President to execute the said agreement between Auglaize County Commissioners, Ohio and LexisNexis VitalChek Network Inc.

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

Adopted this  
10th day of  
November, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

ABSENT  
Don Regula

John N. Bergman, yes  
John N. Bergman

✓ cc: Juvenile & Probate Court Judge  
✓ LexisNexis

LexisNexis<sup>®</sup> VitalChek Network Inc.  
Payment Solutions Service Agreement

This agreement ("Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date"), by and between LexisNexis VitalChek Network Inc. ("VitalChek") with its principal place of business located at 6 Cadillac Drive, Suite 400, Brentwood, TN 37027 and Auglaize County Commissioners ("Customer") with its principal place of business located at 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio, with its principal service location under this Agreement at, 201 Willipie Street – Suite 119 Wapakoneta, Ohio 45895-1972.

**WHEREAS**, VitalChek is engaged in the business of providing services which expedites the processing of various types of governmental or utility services and facilitates payment by consumers; and,

**WHEREAS**, Customer wishes to provide consumers who desire to pay for services rendered by Customer, the option of paying for such services using certain credit or debit cards (as more particularly described hereinafter, the "Service");

**NOW THEREFORE**, in exchange for the mutual consideration set forth herein, VitalChek and Customer do hereby agree as follows:

1. VitalChek shall, at its expense, provide at mutually agreed upon facilities of Customer the hardware and/or software required for the Service, to the extent described on Schedule 1 attached hereto (the "Equipment").
2. VitalChek shall, at its expense and in its sole discretion, train appropriate personnel designated by Customer in the use and operation of the Equipment associated with the Service.
3. VitalChek will make payment to Customer in an amount equal to Customer's charges for all properly authorized requests in connection with services rendered by Customer and which are correctly processed through the Service. Such payments shall be made in a manner acceptable to both Customer and VitalChek.
4. VitalChek will charge the consumer certain service fees for the use of the Service ("Fees"), and will accept payment of such fees through the use of a valid payment method then accepted by VitalChek, which may include, without limitation, Visa, MasterCard, Discover Card or American Express credit card, as well as most major debit cards in VitalChek's reasonable discretion. The current Fees are detailed on Schedule 2 attached hereto.
5. This Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data.
6. Each party warrants that it will abide by: (i) the applicable rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by VitalChek, VitalChek's payment processor(s), VISA USA, Inc., MasterCard International, Inc., Discover, any other applicable card association, and, to the extent such party stores or retains any card information, the Payment Card Industry Data Security Standard, the Visa Cardholder Information Security Program, and the MasterCard Site Data Protection program (collectively, the "Rules"), and (ii) all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of its obligations under this Agreement (collectively, the "Laws").
7. In conformity with industry security requirements, and in order to maintain the highest level of cardholder data security, VitalChek has instituted, among other policies, Paper and Electronic Media Policies, which are designed to meet or exceed industry security standards (the "VitalChek Policies"). A copy of the VitalChek Policies has been provided to Customer, and Customer agrees to comply with such policies as amended from time to time as well as with appropriate industry accepted security practices for handling non-public personal information. Customer acknowledges and agrees that (i) Cardholder data may only be used for assisting in completing a card transaction or as required by applicable law; (ii) In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data stored within Customer's systems, if any, Customer will immediately notify VitalChek, and provide

VitalChek and/or its processor or the relevant card company access to Customer's facilities and all pertinent records to conduct a review of Customer's compliance with the security requirements, as well as fully cooperate with any reviews of facilities and records provided for in this paragraph.

8. Customer will work with VitalChek in order to maintain appropriate business continuity procedures and systems to insure security of cardholder data in the event of a disruption, disaster or failure of any data systems.
9. Reserved.
10. A party herein will not be liable to the other party or its customers for any delay or failure in its performance of any of the acts required by this Agreement if and to the extent that such delay or failure arises beyond the reasonable control of such party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots and strikes.
11. It is agreed that under this Agreement VitalChek does not transfer, and Customer does not obtain, any patent rights, copyright interest or other right, claim or interest in the computer programs, systems, forms, formats, schedules, manuals or other proprietary items utilized by the Service or provided by VitalChek.
12. Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above, and in the case of notices to VitalChek, with a copy to: Legal Department, 1000 Alderman Drive, MD-71A, Alpharetta, Georgia 30005.
13. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER VITALCHEK NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.
14. Reserved.
15. The terms of this Agreement represent the full and complete agreement between the parties. They may not be altered or amended except by written instrument, duly executed by the parties.
16. This Agreement shall be construed and enforced in accordance with the laws of the State where Customer is located.

**IN WITNESS WHEREOF**, the parties do hereby execute this Agreement, intending to be bound by its terms and conditions.

**CUSTOMER:**

**LEXISNEXIS VITALCHEK NETWORK INC.**

Signature: \_\_\_\_\_

*Douglas A. Spencer*

Signature: \_\_\_\_\_

By: Douglas A. Spencer

By: Jeff Piefke

Title: President

Title: Vice President, General Manager

Auglaize County Board of Commissioners

Date: November 12, 2015

Date:

Reviewed by  
LNRS  
Legal

Chris Buyting  
2015.11.03  
13:33:25 -05'00'

**Schedule 1**  
**Hardware and Software**

<b>1 Ingenico POS Terminals</b>		
<b>VPS System</b>		

**Schedule 2  
Fees**

<b>Debit Cards</b>	<b>\$2.00 Per Transaction</b>	<b>Visa and MasterCard</b>
<b>Credit Cards/E-Checks</b>	<b>\$2.00 or 3% whichever is greater</b>	<b>Visa, MasterCard, American Express and Discovery</b>

**IN THE MATTER OF APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN AUGLAIZE COUNTY COMMISSIONERS AND GARMANN/MILLER & ASSOCIATES, INC FOR LIMITED PROFESSIONAL SERVICES FOR THE AUGLAIZE ACRES FIRE ALARM PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, County Administrator Erica L. Preston informed the Board of County Commissioners that an agreement has been supplied by Garmann/Miller & Associates, Inc. to Auglaize Acres will prepare bid documents for the removal of the existing fire alarm system and the installation of a new fire alarm system and will administer the bid process, make recommendations and provide construction administration; and,

**WHEREAS**, the compensation shall be a stipulated sum of \$10,000.00 plus reimbursable expenses of \$4,000.00 include printing fees, advertising costs and permit fees; and,

**WHEREAS**, Administrator Preston recommended to the Board that this agreement be authorized for said limited professional services.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the agreement with Garmann/Miller & Associates, Inc. for professional services so mentioned above; and,

**BE IT FURTHER RESOLVED** that the Board authorizes President of the Board to execute said agreement.

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

Adopted this  
10th day of  
November, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

ABSENT,  
Don Regula

John N. Bergman, yes  
John N. Bergman

- ✓ cc: Auglaize Acres – Kim Sudhoff
- ✓ Garmann/Miller & Associates, Inc.



## Professional Service - Terms and Conditions

The Design Professional shall perform the service outlined in this agreement for the stated fee arrangement.

### Access to Site

Unless otherwise stated, the Design Professional will have access to the site for activities necessary for the performance of the services. The Design Professional will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

### Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

### Hidden Conditions and Hazardous Materials

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### Indemnifications

~~The Design Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.~~ DAS

### Risk Allocation

In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client, for any and all damages or claim expenses (including attorney's fees) arising out of this agreement, from any and all causes, to the total amount of \$25,000.00, the amount of the Design Professional's fee (whichever is greater) or another amount agreed upon when added under Special Conditions.

### Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### Ownership of Documents

All documents produced by the Design Professional under this agreement shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional.

### Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the Design Professional.

Initials: EB (Design Professional)

DAS (Client)

**IN THE MATTER OF AUTHORIZING ENGINEERING AMENDMENT THREE (3) TO THE BASE AGREEMENT WITH DELTA AIRPORT CONSULTANTS, INC. FOR ENGINEERING SERVICES AT NEIL ARMSTRONG AIRPORT FOR THE AIRPORT UTILITY & DRAINAGE REHABILITATION PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 10th day of November, 2015.

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

**WHEREAS**, on November 7, 2013, in Resolution #13-497, the Board of County Commissioners approved and executed a Base Agreement with Delta Airport Consultants, Inc. for professional services at the Neil Armstrong Airport for calendar year 2013 through 2017; and,

**WHEREAS**, Delta Airport Consultants, Inc. have, at this time, presented to the Board of County Commissioners the Amendment Three (3) to the Agreement for Professional Services on AIP project No.: 3-39-0084-pending and Delta Project No. 14012; same as follows:

**Amendment 3: For conducting municipal water and sewer utility final design for the Neil Armstrong Airport terminal building area for a lump sum fee of \$37,260.00; and,**

**WHEREAS**, compensation for specified professional services will be:

**Amendment 2 - a lump sum fee of \$37,260.00, made up of \$33,534.00 from the FAA Grant and \$3,726.00 local match.**

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize Amendment Three (3) to the Base Agreement with Delta Airport Consultants, Inc. for engineering services for the Airport Utility & Drainage Rehabilitation Project at the Neil Armstrong Airport; and,

**BE IT FURTHER RESOLVED** that said Board authorizes the President of the Board, Douglas A. Spencer, to execute Amendment No. 3 as presented; and,

**BE IT FURTHER RESOLVED** that the Board authorizes the local match to the FAA Grant in the amount of \$3,726.00 for the Neil Armstrong Airport's Utility & Drainage Rehabilitation Project No. 3-39-0084-pending, Delta Project No. 14012.

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

Adopted this  
10th day of  
November, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

ABSENT,  
Don Regula

John N. Bergman, yes  
John N. Bergman

- cc: Delta Airport Consultants, Inc. –
- ✓ Steven Potoczak
- ✓ Airport Authority - Brent Richter
- ✓ Airport Manager – Matthew Bailey
- ✓ FAA

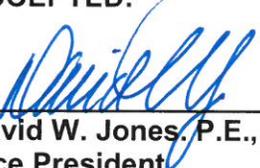
**TASK ORDER NO. THREE (3)**

**PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Airport Utility & Drainage Rehabilitation  
DELTA PROJECT NO: 14012  
DATE OF ISSUANCE: November 4, 2015  
ATTACHMENTS: "3-1" Task Narrative  
"3-2" Fee Summary  
"3-3" Subconsultant Cost Proposal and RFP  
METHOD OF PAYMENT: Lump Sum  
TASK ORDER AMOUNT: \$170,000 (Article 7.8 – LS, Design Only)  
CONTRACT TIME: 180 Calendar Days (Article 6.4, Design Only)  
PROJECT DESCRIPTION: See Attachment "3-1"

*The original Agreement for Professional Engineering Services between the Auglaize County Commissioners (SPONSOR) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at Neil Armstrong Airport dated February 13, 2013, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and SPONSOR.*

**ACCEPTED:**

by  11-4-15  
David W. Jones, P.E., C.M.  
Vice President

**CONSULTANT**  
Delta Airport Consultants  
20545 Center Ridge Road Suite 450  
Cleveland, Ohio 44116

**APPROVED:**

by   
Douglas A. Spencer  
President

**SPONSOR**  
Auglaize County Board of Commissioners  
209 Blackhoof Street Room 201  
Wapakoneta, Ohio 45895

**ATTACHMENT “3-1”**  
**TASK NARRATIVE**

This project at the Neil Armstrong Airport, Wapakoneta, Ohio is to provide design phase services for the rehabilitation of the existing storm drainage systems in the terminal building automobile parking lot, rehabilitation/overlay of the existing asphalt in the existing terminal building automobile parking lot, construction of a stormwater detention/stormwater pollution prevention basin, and rehabilitation of the sanitary sewer system and water lines that feed to and from the existing terminal building area at the airport. The project is to include the following project elements:

Civil and General Design Project Elements:

1. Update Airport Layout Drawing (ALD): Provide a ‘pen and ink’ change to the ALD for coordination with the County, Neil Armstrong Airport, review agencies and Federal Aviation Administration (FAA) as necessary for items related to this project that need to be depicted on the ALD per the FAA-Detroit Airports District Office ALD checklist.
2. Prepare FAA Form 7460-1 “Notice of Proposed Construction” for coordination, review and approval by the FAA. The submittal is to be for the project improvements related to the construction of this project.
3. Prepare a Construction Safety Phasing Plan (CSPP) and report document per FAA guidelines for coordination, review and approval by the FAA. The submittal is to be for the project improvements related to the construction of this project.
4. Attend up to two (2) separate schematic design meetings with the funding agencies, Sponsor and airport users to review design criteria, funding eligibility and sanitary sewer and municipal water requirements.
5. Incorporate pertinent design considerations for the future construction of a new Terminal Building and adjacent Snow Removal Equipment (SRE) Storage Building into this project.
6. Assist Sponsor with the preparation of the FAA Airport Capital Improvement Plan (ACIP), programming and final grant application documents for review, approval and forwarding to the FAA.
7. Analyze Sponsor provided existing design and as-constructed data for the existing terminal building, automobile parking lot and terminal area aircraft parking apron stormwater drainage inlets and piping, subsurface structures and piping in the area of the proposed stormwater detention/stormwater pollution

prevention basin, pavement section data in the automobile parking lot and existing utilities within the project area.

8. Provide five (5) copies of a Design Engineering Report to the Sponsor for review and distribution to FAA and other agencies. The Design Engineering Report (DER) is to be prepared in accordance with State of Ohio Department of Transportation and FAA criteria, and municipal water and sewer design criteria. The DER includes, but is not limited to: analysis and reasons for particular design choices, and analysis of the manner in which work on the Project is to be accomplished. The DER is to be accompanied by an Engineer's opinion of probable cost for the Project.
9. Prepare design as-bid drawings and specifications for the rehabilitation of the existing storm drainage systems in the terminal building automobile parking lot, rehabilitation/overlay of the existing asphalt in the existing terminal building automobile parking lot, construction of a stormwater detention/stormwater pollution prevention basin, and rehabilitation of the sanitary sewer system and water lines that feed to and from the existing terminal building area at the airport.
10. Develop bid additives and/or Schedules for funding and construction flexibility.
11. Provide a single set of sealed plans, specifications, and bid proposal documents for bidding and construction of the project.
12. Review Agency Coordination: Assist the Owner and provide technical information for coordination with Airport and governmental review agencies.

Items excluded from the scope of work include:

13. Civil, municipal water and sewer system design analysis, plans and specifications not specific to the existing airport terminal building area are not included in this scope of work but may be added by a separate Task Order.
14. Update of the Exhibit "A" Airport Property map is not included in this scope of work. This is covered under a separate Task Order.
15. Project design analysis, drawings and specifications for the proposed new Airport Terminal and SRE Buildings are not included in this scope of work but may be added by a separate Task Order.
16. Project approval and/or permitting costs, if any, are not included and shall be incurred by the Sponsor.

**ATTACHMENT 3-2  
FEE SUMMARY**

Project Title: Airport Utility & Drainage Rehabilitation  
 Airport Name: Neil Armstrong Airport (AXV)  
 Airport Location: Wapakoneta, Ohio

Delta Airport Consultants, Inc.

AIP Project No. 3-39-0084-pending  
 State Project No. n/a  
 Delta Project No. 14012

Date: November 4, 2015

<b>Delta Costs - Design</b>	
	Airport Utility & Drainage Rehabilitation <span style="float: right;">\$170,000</span>
	Design Lump Sum: <span style="float: right;">\$170,000</span>

<b>TOTAL LUMP SUM:</b>	<b>\$170,000</b>
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17. Project bidding phase and procurement services are not included in this scope of work but may be added by a separate Task Order.
18. Bid advertisement costs are not included and shall be incurred by the Sponsor. (Bid advertisement costs may be eligible for up to 90% reimbursement from the FAA.)
19. Construction administration phase services are not included but may be added by a separate Task Order.
20. Negotiations, other design phase services, and other work not explicitly defined within this Task Order, may be included in future Task Order(s).

**END TASK NARRATIVE**

**ATTACHMENT "3-3"**  
SUBCONSULTANT COST PROPOSAL AND RFP

## Engineering/Surveying Services Proposal

To:

Mr. Steven Potoczak, Project Manager  
Delta Airport Consultants, Inc.  
20545 Center Ridge Road  
Suite 450  
Rocky River, OH 44116

Date:

July 27, 2015

Project Name:

Municipal Water and Sewer Utility Design and Construction Document Services

Project Description:

Conduct municipal water and sewer utility final design for the Neil Armstrong Airport terminal building area.

Total Engineering Fees:

**\$37,260.00**

Completion Date:

It is anticipated that the engineering/surveying services proposed herein will be completed within 12 weeks of receiving signed authorization.

Quote Expiration:

This quote is valid until October 25, 2015.

Payment Terms:

Invoices will be sent monthly for the amount of the completed services. Since we will be a Subconsultant to you, your remittance will be expected within 14 days of your receipt of payment by the Owner.

Comments:

Please contact us if you should have any questions, comments, or concerns regarding this services proposal. We would be happy to discuss these engineering/surveying services and adjust them as necessary if they need to vary from those described herein. We are looking forward to serving you on this project.

Sincerely,



Jerry L. McClannan, P.E., P.S.  
Principal Engineer  
Email: [jmclannan@moteassociates.com](mailto:jmclannan@moteassociates.com)

## Engineering/Surveying Services Included in this Proposal

Engineering/Surveying Service	Engineering Fee
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- |   |                    |
|---|--------------------|
| <b>1.) <u>Municipal Water &amp; Sewer Design Services</u></b>   | <b>\$10,700.00</b> |
| <ul style="list-style-type: none"><li>• Conduct municipal water and sewer utility final design for the Neil Armstrong Airport terminal building area.</li><li>• Final design shall meet applicable Federal, State, and local requirements.</li><li>• Design shall include replacement/rehabilitation of existing sanitary septic sewer system with a new system connected to a municipal sanitary sewer system.</li><li>• Design shall include replacement/rehabilitation of existing water utilities served by wells to the terminal building with a new water supply system connected to a municipal water system.</li><li>• New water system shall provide fire suppression to the terminal building and serve fire hydrants proposed for the site outside the buildings.</li><li>• Project shall be designed to be consistent with the future terminal area development projects.</li><li>• Progress submissions at 65% and 100% shall be anticipated with agency review and comments anticipated following each.</li></ul> |                    |
| <b>2.) <u>Prepare Engineering Design Report</u></b>   | <b>\$6,420.00</b>  |
| <ul style="list-style-type: none"><li>• Preparation of a written sealed report addressing existing and possible future municipal water and sewer needs at the Neil Armstrong Airport.</li><li>• Report shall also address existing and future anticipated municipal water and sewer needs for properties adjacent to the airport that are located along SR 219.</li><li>• Progress submissions at 65% and 100% shall be anticipated with agency review and comments anticipated following each.</li><li>• Report shall include an Engineer's Opinion of Probable Costs for the included work prorated to identify non-airport related municipal water and sewer elements verses airport related water and sewer elements.</li><li>• Report shall be sealed by a Professional Engineer registered in the State of Ohio and provided in PDF format.</li></ul>   |                    |
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## Engineering/Surveying Services Included in this Proposal

Engineering/Surveying Service	Engineering Fee
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- |   |                    |
|---|--------------------|
| <b>3.) <u>Construction Plans and Technical Specifications</u></b>   | <b>\$20,140.00</b> |
| <ul style="list-style-type: none"><li>• Prepare and provide sealed construction plans and technical specifications suitable for project bidding and construction of the proposed municipal water and sewer system.</li><li>• Bid documents will include bid additives for construction flexibility for the airport terminal building only.</li><li>• Sealed plans and technical specifications will be inserted into Delta's Contract Documents and used for bidding and construction.</li><li>• It is understood that a separate proposal will be requested should the Auglaize County Commissioners desire design and technical specifications for areas beyond the limits of the project area.</li><li>• Design and bid documents shall identify non-airport related municipal water and sewer elements verses airport related water and sewer elements. Design proration shall be clearly identified in the unit quantities.</li><li>• Design plan and technical specifications shall be prepared in conformance with FAA Advisory Circular 150/5370-10G, "Standards for Specifying Construction of Airports", as well as applicable Federal, State and local requirements.</li><li>• All design plans shall be prepared in AutoCAD format on layering standards consistent with FAA Advisory Circular (AC) 150/5300-18B.</li><li>• All plans and technical specifications shall be sealed by a Professional Engineer registered in the State of Ohio and provided in PDF format.</li></ul> |                    |

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### 4.) Miscellaneous items/fees not included in our proposal

- Environmental testing.
  - Boundary Surveys.
  - Additional topographic survey data should the project boundaries vary from the 2012 project limits.
  - Permit fees.
  - Outside consultation services.
  - Aid to construction costs (i.e. costs from utility companies for their services).
  - Additional requested services outside the scope of those listed herein.
-

**DESIGN SERVICES FEES & MANPOWER BREAKDOWN  
NEIL ARMSTRONG AIRPORT - AUGLAIZE COUNTY, OHIO**

Scope of Services	Principal Engineer	Civil Design Engineer	Engineering Designer II	Total Hours	Total Costs
	Hourly Rate = \$110.00	Hourly Rate = \$85.00	Hourly Rate = \$85.00		
<b>Project Element #1: Water &amp; Sewer Design</b>					
Task 1. Municipal Water & Sewer Design Services	20	20	80	120	\$10,700.00
Task 2. General Deliverables					
a) Engineering Design Report	12	60		72	\$6,420.00
b) Construction Plans and Technical Specifications	44	28	152	224	\$20,140.00
<b>Total Hours</b>	76	108	232	416	
<b>Total Costs</b>	\$8,360.00	\$9,180.00	\$19,720.00		\$37,260.00

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

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

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

**Soil Conservation Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 300.00	015.0014.530700 (Travel)	015.0014.532800 (Rentals)

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

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

Adopted this  
10th day of  
November, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

ABSENT, \_\_\_\_\_  
Don Regula

John N. Bergman, yes  
John N. Bergman

- ✓ cc: County Auditor
- ✓ County Administrator
- ✓ SWCD – Chris Davis