

County Commissioners Office
Auglaize County, Ohio
November 19, 2015

NO. 15-481

IN THE MATTER OF RECORDING THE PUBLIC HEARING FOR THE VACATION OF DESCRIBED ALLEY IN THE UNINCORPORATED HAMLET OF UNIOPOLIS AS FILED BY TRUPOINTE COOPERATIVE, INC.; AND GRANTING THE PETITION FOR SAID DESCRIBED ALLEY TO BE VACATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of November, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Resolution #15-440, the Board of County Commissioners, Auglaize County, Ohio did hold a public hearing on this date, November 17, 2015 at 11:13 a.m. for the purpose of vacating described alley in the unincorporated Hamlet of Uniopolis in Union Township as requested by Trupoite Cooperative, Inc.; and,

WHEREAS, proper legal advertisement was made in the The Wapakoneta Daily News and The Evening Leader on October 27, 2015 and November 3, 2015; and,

WHEREAS, a view of the area requested to be vacated was completed by the Board on November 12, 2015 at 9:30 a.m. along with Commissioners Spencer and Bergman, Union Township Trustees: Rick Miller, Mark Waitman and Keith Fahncke and Union Township Zoning Inspector Charles Copeland were in attendance; and,

WHEREAS, present for the public hearing were Commissioners Spencer, Bergman and Regula and County Administrator Erica L. Preston, Clerk Esther Leffel, Representatives for TruPointe: Keith Schnelle and Andy Crump, Union Township Zoning Inspector Charles Copeland, Union Township Trustees: Mark Waitman and Keith Fahncke, Auglaize County Engineer Doug Reinhart and Rex and Sharon Knoch residents of Hamlet of Uniopolis; and,

WHEREAS, no comments of objections to this vacation were expressed by any person, either verbally or in written form; and,

WHEREAS, the Board does hereby believe the vacation to be in the best interest of the county and the surrounding landowners.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby grant the vacation of the described alley located in the unincorporated Hamlet of Uniopolis, located in Union Township as so petitioned by the Trupoite Cooperative Inc.; and,

BE IT FURTHER RESOLVED that the petitioner named is hereby informed that they shall take the necessary steps to cause the proper property lines to be established at their own expense.

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

Adopted this
19th day of
November, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc/ County Engineer
✓ Director of Natural Resources
✓ Union Township Trustees - %Cindy Bourne, Clerk
✓ County Auditor
✓ Trupoite Cooperative, Inc.

County Commissioners Office
Auglaize County, Ohio
November 19, 2015

NO. 15-482

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 19th day of November, 2015.

Commissioner Bergman 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>
399661	\$ 218.00	Visa
399662	\$ 596.10	Visa
399694	\$ 175.00	Clemans Nelson & Associates
399714	\$ 150.00	Nichole Resor
399716	\$ 155.00	Green Acres
399719	\$ 2,727.21	Lowe's
399723	\$ 5,936.00	West Central Ohio Healthcare Alliance, LTD
399730	\$ 236.30	1 st Communications
399745	\$ 5,379.31	Merck Human Health
399759	\$ 771.37	Sanofi Pasteur, Inc.
399773	\$ 1,167.72	Dominion

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

Adopted this
19th day
November, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

cc: County Auditor

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 DEVELOPMENT SERVICES AGENCY PY2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM.

The Board of County Commissioners of Auglaize County met in regular session on the 19th day of November, 2015.

Commissioner Bergman made the motion to adopt the following:

RESOLUTION

WHEREAS, the Board of Commissioners has received a PY2015 Community Development Block Grant (CDBG) Allocation Program Auglaize Acres: Senior Centers. CDBG Allocation Funds: \$88,800; CDBG Economic Development Revolving Loan Funds (CDBG-ED-RLF): \$174,780; Private Funds: \$39,088. Auglaize County will use CDBG funds and County CDBG ED-RLF funds for installation of an elevator and purchase of a wheelchair accessible van for the County-owned nursing facility; 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 November 27, 2015 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 November 19, 2015; 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 PY2015 Community Development Block Grant (CDBG) Allocation Program and the Request for Release of Funds on behalf of the Board of County Commissioners.

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

Adopted this
19th day of
November, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula


John N. Bergman

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

Phone: 419-739-6710

Fax: 419-739-6711

November 17, 2015

TO: 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 Thursday, November 19, 2015.

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 (NOI/RROF)

November 19, 2015

Douglas A. Spencer, President
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895
(419) 738-6710

To All Interested Persons, Agencies, and Groups:

On or about, but not before, **November 30, 2015**, 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):

Auglaize County PY2015 Community Development Block Grant (CDBG) Allocation Program
Auglaize Acres: Senior Centers. CDBG Allocation Funds: \$88,800; CDBG Economic Development Revolving Loan Funds (CDBG-ED-RLF): \$174,780; Private Funds: \$39,088. Auglaize County will use CDBG funds and County CDBG ED-RLF funds for installation of an elevator and purchase of a wheelchair accessible van for the County-owned nursing facility. Single-Year Project. Auglaize Acres, City of Wapakoneta, Ohio. Estimated Total Cost of Project: \$302,668±.

The Auglaize County Board of Commissioners has prepared an Environmental Review Record (ERR) for each of the projects listed above. The ERR documents the environmental review of the project. The ERR is on file and available for the public's examination and copying, upon request, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday (except holidays) at the above address.

The Auglaize County Board of Commissioners plans to undertake the project(s) described above with the Federal funds cited above. Any interested person, agency, or group wishing to comment on the project(s) may submit written comments for consideration to the Auglaize County Board of Commissioners at the above listed address prior to **November 30, 2015**.

The Auglaize County Board of Commissioners certifies to the State of Ohio that Douglas A. Spencer, in his capacity as President, Board of County Commissioners, consents to accept the jurisdiction of 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 legal effect of the certification is that upon its approval, the Auglaize County Board of Commissioners may use the Federal funds, and the State of Ohio will have satisfied its responsibilities under the National Environmental Policy Act of 1969, as amended.

The State of Ohio will accept an objection to its approval of the release of funds and acceptance of the certification only if it is on one of the following grounds: (a) the certification was not, in fact, executed by the responsible entity's Certifying Officer; (b) the responsible entity has failed to make one of the two findings pursuant to Section 58.40 or to make the written determination required by section 58.35, 58.47, or 58.53 for the project, as applicable; (c) the responsible entity has omitted one or more of the steps set forth at subpart E of 24 CFR Part 58 for the preparation, publication, and completion of an Environmental Assessment; (d) the responsible entity has omitted one or more of the steps set forth at subparts F and G of 24 CFR Part 58 for the conduct, preparation, publication, and completion of an Environmental Impact

Statement; (e) the recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before release of funds and approval of the environmental certification by the State; or (f) 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.

Written objections must meet the conditions and procedures set forth in subpart H of 24 CFR Part 58, and be addressed to: State of Ohio Development Services Agency; Office of Community Development; Environmental Officer; P. O. Box 1001; Columbus, Ohio 43216-1001.

Objections to the Release of Funds on bases other than those stated above will not be considered by the State of Ohio. No objections received after **December 17, 2015** (which is 15 days after it is anticipated that the State will receive a request for release of funds) will be considered by the State of Ohio.

The address of the certifying officer is:

Douglas A. Spencer, President
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895

IN THE MATTER OF AUTHORIZING CREDIT CARD PAYMENTS FOR FINES OR FEES COLLECTED BY THE AUGLAIZE COUNTY CLERK OF COURTS AND APPROVING THE PAYMENT SOLUTIONS SERVICE AGREEMENT WITH LEXISNEXIS VITALCHEK NETWORK INC.; AND AUTHORIZING THE PRESIDENT OF SAID BOARD TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Clerk of Courts I. Jean Meckstroth has sent correspondence to the Board of County Commissioners about the continuance of the use of a credit card for payments for fines or fees imposed by Auglaize County; and,

WHEREAS, Clerk of Courts I. Jean Meckstroth has presented an agreement to the Board for the purpose of processing such payments with a credit card with LexisNexis VitalChek Network Inc.; and,

WHEREAS, Clerk of Courts I. Jean Meckstroth 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 Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
19th day of
November, 2015

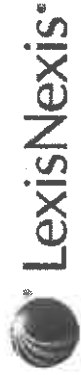
BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

✓ cc: Clerk of Courts
✓ LexisNexis



LexisNexis® 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, Auglaize County Clerk of Courts 201 S. Willipie Street, Room 043 and 604 ½ S. Blackhoof Street 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: 

Signature: _____

By: Douglas A. Spencer

By: Jeff Plafike

Title: President

Title: Vice President, General Manager

Auglaize County Board of Commissioners

Date: 11/19/2015

Date: _____



Chris Buyting
2015.11.09
11:56:01
-05'00'

Schedule 1
Hardware and Software

1 Ingenico POS Terminals VPS System		
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Schedule 2
Fees

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

**IN THE MATTER OF AUTHORIZING PRESIDENT OF THE BOARD TO EXECUTE THE
AGGREGATOR REGISTRATION APPLICATION FOR THE STATE OF OHIO.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Palmer Energy has submitted an aggregator registration application for the State of Ohio for AEP Ohio so that Auglaize County along with St. Marys Township, Clay Township and Mouton Township can reapply to the CRES Provider under contract with the Governmental Aggregator; and,,

WHEREAS, Palmer Energy has requested the President of the Board to execute said application with Ohio Power Company dba AEP Ohio.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the application and authorizes the President of the Board, Douglas A. Spencer, to execute so stated application.

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

Adopted this
19th day of
November, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

✓ cc: Palmer Energy – Amy Hoffman

IN THE MATTER OF AUTHORIZING A CONTRIBUTION TO THE BUSINESS ENTERPRISE CENTER OF WRIGHT STATE UNIVERSITY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Wright State University has successfully provided, since 2003, a Business Enterprise Center which has given counseling to many Auglaize Countians and conducted training classes at the University Lake Campus for business owners over a variety of topics; and,

WHEREAS, the University is now conducting an annual campaign to continuously fund the counseling program and has requested the support of Auglaize County for its continued financial assistance in supporting the Center's counseling efforts for small businesses within the area; and,

WHEREAS, any contribution which Auglaize County would submit would be used for Auglaize County businesses only.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the contribution of \$1,500.00 to be presented to Wright State University for its Business Enterprise Center for counseling as mentioned above; and,

BE IT FURTHER RESOLVED that said Board authorizes the Clerk of the Board to proceed with the necessary steps to cause the payment of \$1,500.00, made payable to Wright State University, from the Economic Development Fund.

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

Adopted this
19th day of
November, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

cc: Clerk of the Board
Wright State University – Julie Miller

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR THE ADMINISTRATIVE SERVICES FOR THE FY 2015 CDBG ALLOCATION PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners wishes to contract with Poggemeyer Design Group, Inc. for the provision of administrative services for the FY 2015 Community Development Block Grant (CDBG) Allocation Program; and,

WHEREAS, the fees for the CDBG Allocation administration basic services are not to exceed a lump sum of \$18,200.00 and are broken down as follows:

- Grant Application - Not to exceed \$ 7,800.00
- Environmental Review Record -- Not to exceed \$ 5,000.00
- Technical Assistance -- Not to exceed \$ 5,400.00;

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 2015 CDBG Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, Douglas A. Spencer, to execute said contract.

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

Adopted this
19th day of
November, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

cc: Poggemeyer Design Group, Inc.
County Administrator



November 11, 2015

Ms. Erica Preston, County Administrator
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895-0330

Re: Auglaize County - FY2015 CDBG Community Development Program
Allocation Program Administrative Services Contract
PDG Job # 3510-079

Dear Ms. Preston:

Pursuant to the FY2015 CDBG Community Development Program RFQ/RFP, 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 FY2015 Community Development Block Grant (CDBG) Allocation 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 \$7,800.00.** 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 county staff with determining eligibility of projects and proposals, including overseeing CDBG income surveys.
 - d. Properly preparing the required Fair Housing Program table as required by ODSA, including outreach and training sites.
 - e. Preparation of the required Community Development Implementation Strategy (CDIS).

Ms. Erica Preston
November 11, 2015
Page 2

- 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 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 Allocation 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 \$5,400.00.** 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.



Ms. Erica Preston
November 11, 2015
Page 3

The fee for providing these basic services is a lump sum fee not to exceed **\$18,200.00**, 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 Allocation 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.

Any inquiries regarding the CDBG Community Development Allocation Program may be directed to Mr. Paul Z. Tecpanecatl, AICP, Principal Owner. Please do not hesitate to contact



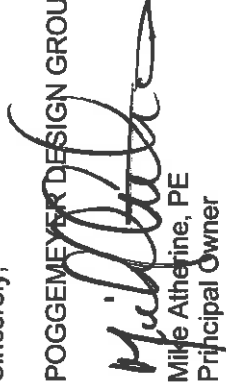
POGEMEYER
DESIGN GROUP

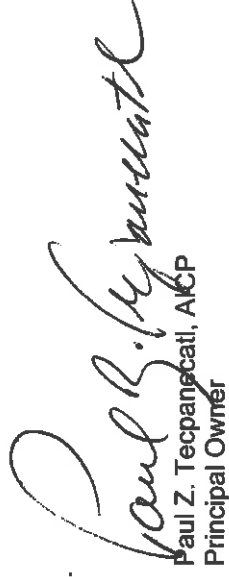
Ms. Erica Preston
November 11, 2015
Page 4

this office at 419-352-7537 if you have any questions. We look forward to working with you in the upcoming grant year.

Sincerely,

POGEMEYER DESIGN GROUP, INC.


Mike Atheyne, PE
Principal Owner


Paul Z. Tecpanecati, AICP
Principal Owner

Attachments

Accepted this 19th day of November, 2015 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 
Douglas A. Spencer

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 help 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.



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 AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR THE FAIR HOUSING SERVICES FOR THE FY 2015 CDBG ALLOCATION PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners wishes to contract with Poggemeyer Design Group, Inc. for the provision of fair housing services for the FY 2015 Community Development Block Grant (CDBG) Allocation Program; and,
WHEREAS, the fees for the CDBG Allocation fair housing program services are not to exceed a lump sum of \$4,000.00; 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 2015 CDBG Grant at the terms so specified in said contract; and,

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

Adopted this
19th day of
November, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer ye
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: Poggemeyer Design Group, Inc.
County Administrator

RECEIVED

NOV 12 2015

November 11, 2015

Board of County Commissioners
Auglaize County, Ohio

Ms. Erica Preston, County Administrator
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895-0330

Re: Auglaize County FY2015 CDBG Community Development Program
Allocation Program Fair Housing Services Contract
PDG Job # 3510-080

Dear Ms. Preston:

Pursuant to the FY2015 CDBG Community Development Program RFQ/RFP, 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 FY2015 Community Development Block Grant (CDBG) Community Development Allocation 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 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.



Ms. Erica Preston
November 11, 2015
Page 2

The fee for providing these basic services is a lump sum fee not to exceed **\$4,000.00**, 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, 2015 through August 31, 2016).

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 Allocation Program may be directed to Mr. Paul Z. Tecpanecatl, AICP, Principal Owner. 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 19th day of November, 2015 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 

Douglas A. Spenser

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 help 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.

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: _____

County Commissioners Office
Auglaize County, Ohio
November 19, 2015

NO. 15-48A

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM PUBLIC ASSISTANCE GRANT FUND TO PCSA TRANSFER IN FUND AS REQUESTED BY THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES DIRECTOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was received by the Board of County Commissioners:
November 17, 2015

Board of Auglaize County Commissioners
Auglaize County Administration Building
209 S. Blackhoof St.
Wapakoneta OH 45895

Re: Transfer of Funds

Board of Auglaize County Commissioners:

I wish to make the following transfer:

From	To	Amount
001.0905.533400 (Public Assist Grant)	006.0400.400104 (PA Transfer In)	\$76,375.00

Thank you for your attention to this matter.

Sincerely,
s/Mike Morrow
Michael S. Morrow
Director

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the above mentioned transfer of funds for the PCSA fund as mentioned in the request of the Director of the Auglaize County Department of Job and Family Services.

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

Adopted this
19th day of
November, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

✓ cc: County Auditor
✓ Job & Family Services