

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT FOR AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES APPROPRIATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners was requested by Michael S. Morrow, Director of the Auglaize County Department of Job and Family Services to make the following budget adjustment in the Public Assistance Fund:

From: 006.0008.536600 – Health Insurance

Amount: \$30,000.00

To: 006.0008.530600 – POS

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the budget adjustment as requested by Director Morrow for the Public Assistance Fund , Auglaize County Department of Job and Family Services and mentioned above.

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

Adopted this
15th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, ye
Don Regula

John N. Bergman, yes
John N. Bergman

cc: County Auditor
Job & Family Services

IN THE MATTER OF APPROVING CONTRACTS FOR CHILD CARE SERVICES BETWEEN THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BARBARA MURRAY AND CHRISTINE LOCHARD AS TYPE B CARE PROVIDERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job & Family Services presented the Board with contracts for child care services from the following as a Type B day care providers:

Barbara Murray – from September 1, 2009 to August 31, 2010,

Christine Lochard – from September 1, 2009 to August 31, 2010;

and,

WHEREAS, the Board was solicited to approve and execute said contracts.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the contracts, as presented, for effective dates as mentioned above, between Auglaize County Department of Job & Family Services and Barbara Murray and Christine Lochard for child care services for said department; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said contracts.

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

Adopted this
15th day of
September, 2009

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 Job & Family Services Dept. –
Michael Morrow

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE CONTRACTS WITH
POGGEMEYER DESIGN GROUP, INC. FOR THE ADMINISTRATIVE SERVICES AND FAIR HOUSING SERVICES FOR
THE FY 2009 CDBG FORMULA PROGRAM.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2009.

Commissioner Regula 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 and fair housing services for the FY 2009 Community Development Block Grant (CDBG) Formula Program; and,

WHEREAS, the fees for the CDBG Formula administration basic services are not to exceed a lump sum of \$21,000.00 and are broken down as follows:

- | | |
|-------------------------------|----------------------------|
| Grant Application - | Not to exceed \$6,000.00 |
| Environmental Review Record - | Not to exceed \$5,000.00 |
| Technical Assistance - | Not to exceed \$10,000.00; |

and,

WHEREAS, the lump sum fee for Fair Housing services totals \$4,000.00; and,

WHEREAS, Poggemeyer Design Group Inc. has prepared contracts for the Board's review and execution; and,

WHEREAS, the Board of County Commissioners has reviewed said contracts and has found them to be satisfactory.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contracts for administrative services and fair housing services of Poggemeyer Design Group, Inc. for assistance in the application for FY 2009 CDBG Grant at the terms so specified in said contracts; and,

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

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

Adopted this
15th day of
September, 2009

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 I

cc: Poggemeyer Design Group, Inc.



September 1, 2009

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

Re: Auglaize County - FY2009 CDBG Community Development Program
Formula Program Administrative Services Contract
PDG Job No. 3510-060

Dear Mr. Lenhart:

Pursuant to the FY2009 CDBG Community Development Program RFQ/RFP, and as we discussed, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for execution. PDG proposes to provide professional planning services to assist Auglaize County with administrative services for the FY2009 Community Development Block Grant (CDBG) Formula Program (hereinafter referred to as the "project").

If there are any other project requirements beyond those normally related to the State of Ohio CDBG program, the County shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. The fee listed below shall be renegotiated in that instance. In addition, the County will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of the following major items:

1. **Grant Application. Not to exceed \$6,000.00.** Specified costs associated with the preparation and submittal of the grant application, to include:
 - a. Assisting staff with scheduling, advertising, and convening all required public hearings. (Community is responsible for publication costs.)
 - b. Assisting staff with soliciting funding proposals from county departments, agencies, community non-profit organizations, and other eligible entities.
 - c. Assisting staff with determining eligibility of projects and proposals with county staff, including overseeing CDBG income surveys.
 - d. Properly preparing the required Fair Housing Program table as required by OHCP, including outreach and training sites.
 - e. Properly updating the required Community Assessment and Strategy (CAS), if required.
 - f. Properly completing all required application forms and exhibits and providing revisions to the application as needed or requested by OHCP.
 - g. Providing and delivering the appropriate number of copies of the Formula application to OHCP 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, the Health Department, OHCP, and any other local/state/federal agencies as



Mr. Joseph Lenhart
September 1, 2009
Page 2

required by federal regulations.

- b. Preparation of proper notices, reports, and certification forms to obtain the "Release of Funds" for all Formula activities. (Community is responsible for publication costs.)
 - c. Proper preparation of the required environmental review record (ERR), which includes data collection, narrative preparation, and mapping.
3. **Technical Assistance. Not to exceed \$10,000.00.** Specified costs associated with providing technical assistance to community staff and its grantees to assure program compliance throughout the grant year, to include:
- a. Assistance with review of Grant Agreement prior to execution.
 - b. Assisting staff with technical aspects of procurement of construction, materials/equipment, and planning projects in compliance with CDBG rules and regulations (e.g., acquisition/relocation, competitive quotes/bids, federal wage rates, preparation of bid documents, contractor/supplier eligibility verification, pre-construction conferences, federal labor compliance, invoice processing, etc.). (Community is responsible for publication costs.)
 - c. Assisting staff with preparation of program status reports and final performance report.
 - d. Assisting staff with set up and maintenance of program files.
 - e. Assisting staff with program close-out, including preparation for OHCP program monitoring conducted by OHCP State Field Representatives. Assisting staff with preparation of monitoring responses to OHCP, 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.

The fee for providing these basic services is a lump sum fee not to exceed **\$21,000.00**, including reimbursables.

If work activities are required by the County or its grantees for implementation of the program which are not included in the basic services described above, these extra work activities will be called "additional services," and PDG will provide these based on its current hourly rate schedule. Before commencing these "additional services," PDG will provide a contract addendum for review by the County, with a new not to exceed lump sum fee. These "additional services" include, but are not limited to:

1. Grant amendments.
2. Grant extensions.
3. Additional public hearings for amendments.
4. Amending the Environmental Review Record resulting from amendments.



Mr. Joseph Lenhart
September 1, 2009
Page 3

5. Additional coordination with the Ohio Historic Preservation Office and the National Advisory Council on Historic Preservation.
6. Additional monitoring reports resulting from grant extensions.
7. Additional step-by-step monitoring of grantee agencies/communities regarding CDBG Formula policy and procedures.
8. Providing guidance and assistance to other architectural/engineering/planning firms retained by the community or its grantees regarding CDBG policies, procedures, and regulations.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges. PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified in the Grant Agreement for this fiscal year.

This letter contract, with Exhibits A (1 page), B (1 page), C (1 page), and D (2 pages), 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 both originals of this letter contract in the space provided below and return one 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 Formula Program may be directed to Mr. Paul Tecpanecatl, AICP, Principal Owner or Ms. Dianne Guenther, Community Development Specialist. Please do not hesitate to contact this office at 419-352-7537 if you have any questions. We look forward to working with you in the upcoming grant year.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.


Mike Atherine, P.E.
Principal Owner


Paul Z. Tecpanecatl, AICP
Principal Owner

Attachments

Accepted this 15th day of September, 2009 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By:



Title: President, Board of Auglaize
County 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 in addition to the compensation fee for basic and additional services and are the actual expenses incurred by PLANNER or PLANNER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; toll telephone calls; reproduction of reports; pictures, and similar Project-related items.

3. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, PLANNER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

4. **SUCCESSORS AND ASSIGNS**

OWNER and PLANNER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and PLANNER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent PLANNER from employing such independent professional associates and consultants as PLANNER may deem appropriate to assist in the performance of services hereunder.

5. **LIMITATION OF LIABILITY CLAUSE**

The PLANNER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.



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: _____



POGGEMEYER
DESIGN GROUP

EXHIBIT C
POGGEMEYER DESIGN GROUP, INC.
2007 HOURLY RATES - PROFESSIONAL SERVICES

Managing Principal	\$131.75
Principal Owner/Associate Owner	\$126.75
Executive VP/Department Manager/Senior VP	\$124.25
Vice President	\$122.25
Project Manager	\$119.25
Project Engineer	\$107.75
Engineer/Designer	\$101.75
Engineer Intern	\$81.00
Project Architect	\$107.75
Architect/Designer	\$101.75
Architect Intern	\$81.00
Landscape Architect/Designer	\$107.75
Landscape Architect Intern	\$81.00
Design Technician T-3	\$105.75
Design Technician T-2	\$94.75
Design Technician T-1	\$81.25
Draftperson D-3	\$74.50
Draftperson D-2	\$51.75
Draftperson D-1	\$38.00
Interior Designer ID-2	\$81.00
Interior Designer ID-1	\$69.50
Project Developer	\$105.75
Project Administration	\$94.75
Project Coordinator PC-2	\$104.50
Project Coordinator PC-1	\$84.00
Project Planner	\$101.75
Planner	\$81.00
Community Development Specialist CD-2	\$90.00
Community Development Specialist CD-1	\$67.75
Grantswriter G-2	\$60.75
Grantswriter G-1	\$49.50
Housing Specialist HS-2	\$69.50
Housing Specialist HS-1	\$51.75
Housing Inspector	\$67.50
System Administrator	\$79.00
Assistant MIS Administrator	\$43.75
Resource Assistant	\$51.75
Administrative Support	\$54.00
Graphic Design	\$67.50
Surveyor/Crew Leader	\$96.75
Survey/Draft Assistant	\$38.00
Survey Crew w/Robotics	\$114.50
Instrument Person	\$54.00
Project Representative	\$49.50
Project Observer	\$69.50
Observer	\$59.50
College Intern C-2	\$28.75
College Intern C-1	\$19.75

Mileage @ \$0.40 per mile

NOTE:

- Reimbursable Expenses including Irons, Stakes, Lath, Phone, Printing, Photos and Miscellaneous, and Subcontracts 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.



September 1, 2009

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

Re: Auglaize County FY2009 CDBG Community Development Program
Formula Program Fair Housing Services Contract
PDG Job No. 3510-059

Dear Mr. Lenhart:

Pursuant to the FY2009 CDBG Community Development Program RFQ/RFP, and as we discussed, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for execution. PDG proposes to provide professional planning services to assist Auglaize County with fair housing program services for the FY2009 Community Development Block Grant (CDBG) Formula Program year (hereinafter referred to as the "project").

If there are any other project requirements beyond those normally related to the State of Ohio CDBG program, the County shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. The fee listed below shall be renegotiated in that instance. In addition, the County will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of the following major items:

1. **Fair Housing Program.** Specified costs associated with the community's compliance with the Fair Housing Requirements as outlined in the CDBG Formula Allocation Program Grant Agreement between the community and the Ohio Department of Development (ODOD), 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.

The fee for providing these basic services is a lump sum fee not to exceed **\$4,000.00**, including reimbursables.



POGGEMEYER
DESIGN GROUP

Mr. Joseph Lenhart
September 1, 2009
Page 2

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, 2009 through August 31, 2010).

This letter contract, with Exhibits A (1 page), B (1 page), C (1 page), and D (2 pages), 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 both originals of this letter contract in the space provided below and return one 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 Formula Program may be directed to Mr. Paul Tecpanecatl, AICP, Principal Owner or Ms. Dianne Guenther, Community Development Specialist.

Please do not hesitate to contact this office at 419-352-7537 if you have any questions. We look forward to working with you in the upcoming grant year.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.


Paul Z. Tecpanecatl, AICP
Principal Owner

Attachments

Accepted this 15th day of September, 2009 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 

Title: President, Board of Auglaize
County 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 in addition to the compensation fee for basic and additional services and are the actual expenses incurred by PLANNER or PLANNER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; toll telephone calls; reproduction of reports; pictures, and similar Project-related items.

3. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, PLANNER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

4. **SUCCESSORS AND ASSIGNS**

OWNER and PLANNER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and PLANNER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent PLANNER from employing such independent professional associates and consultants as PLANNER may deem appropriate to assist in the performance of services hereunder.

5. **LIMITATION OF LIABILITY CLAUSE**

The PLANNER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.



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: _____

** Auglaize County Auditor Janet Schuler has refused to sign this Certification as "the money to meet this contract has (not) been lawfully appropriated".



POGGEMEYER
DESIGN GROUP

EXHIBIT C
POGGEMEYER DESIGN GROUP, INC.
2007 HOURLY RATES - PROFESSIONAL SERVICES

Managing Principal	\$131.75
Principal Owner/Associate Owner	\$126.75
Executive VP/Department Manager/Senior VP	\$124.25
Vice President	\$122.25
Project Manager	\$119.25
Project Engineer	\$107.75
Engineer/Designer	\$101.75
Engineer Intern	\$81.00
Project Architect	\$107.75
Architect/Designer	\$101.75
Architect Intern	\$81.00
Landscape Architect/Designer	\$107.75
Landscape Architect Intern	\$81.00
Design Technician T-3	\$105.75
Design Technician T-2	\$94.75
Design Technician T-1	\$81.25
Draftperson D-3	\$74.50
Draftperson D-2	\$51.75
Draftperson D-1	\$38.00
Interior Designer ID-2	\$81.00
Interior Designer ID-1	\$69.50
Project Developer	\$105.75
Project Administration	\$94.75
Project Coordinator PC-2	\$104.50
Project Coordinator PC-1	\$84.00
Project Planner	\$101.75
Planner	\$81.00
Community Development Specialist CD-2	\$90.00
Community Development Specialist CD-1	\$67.75
Grantswriter G-2	\$60.75
Grantswriter G-1	\$49.50
Housing Specialist HS-2	\$69.50
Housing Specialist HS-1	\$51.75
Housing Inspector	\$67.50
System Administrator	\$79.00
Assistant MIS Administrator	\$43.75
Resource Assistant	\$51.75
Administrative Support	\$54.00
Graphic Design	\$67.50
Surveyor/Crew Leader	\$96.75
Survey/Draft Assistant	\$38.00
Survey Crew w/Robotics	\$114.50
Instrument Person	\$54.00
Project Representative	\$49.50
Project Observer	\$69.50
Observer	\$59.50
College Intern C-2	\$28.75
College Intern C-1	\$19.75

Mileage @ \$0.40 per mile

NOTE:

- Reimbursable Expenses including Irons, Stakes, Lath, Phone, Printing, Photos and Miscellaneous, and Subcontracts 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.



EXHIBIT D

Ohio Department of Public Safety
DIVISION OF HOMELAND SECURITY
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
 In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred thousand dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE (419) 352-7537		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME Tecpanecatl		FIRST NAME Paul		MI Z.
BUSINESS/ORGANIZATION NAME Poggemeyer Design Group, Inc.			PHONE (419) 352-7537	
BUSINESS ADDRESS 1168 North Main Street				
CITY Bowling Green	STATE Ohio	ZIP 43402	COUNTY Wood	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X Paul B. [Signature]
APPLICANT SIGNATURE

9/11/09
DATE

IN THE MATTER OF AUTHORIZING PAYMENT TO JILL WILLIAMS FOR CHILD CARE SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2009.

Commissioner Regula the adoption of the following:
RESOLUTION

WHEREAS, the Auglaize County Department of Job & Family Services presented the Board with a Certificate of Authorization for Payment of Publicly Funded Child Care Services (COAP), Terms of Agreement for child care services provided by Jill Williams for one child; and,

WHEREAS, Job and Family Services Director Michael Morrow requested that the Board of County Commissioners approve and authorize the Terms of Agreement for this type of Child Care Services Funding.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the "Terms of Agreement" for the Certificate of Authorization for Payment of Publicly Funded Child Care Services (COAP) to Jill Williams.

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

Adopted this
15th day of
September, 2009

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 Department of Job & Family Services –
Michael Morrow

IN THE MATTER OF APPROVING CONTRACTS FOR CHILD CARE SERVICES BETWEEN THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND LEARNING CASTLE CHILD CARE, NEW BEGINNINGS AND WAPAKONETA CHILDREN'S LEARNING CENTER AS FULL SERVICE CARE PROVIDERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job & Family Services presented the Board with contracts for full child care services as follows,:

- Provider: **Learning Castle Child Care – effective September 1, 2009 to August 31, 2010;**
 - Provider: **New Beginnings – effective September 1, 2009 to August 31, 2010;**
 - Provider: **Wapakoneta Children's Learning Center - effective September 1, 2009 to August 31, 2010;**
- and,

WHEREAS, the Board was solicited to approve and execute said contracts.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the contracts, as presented, for effective dates as mentioned above, between Auglaize County Department of Job & Family Services and Learning Castle Child Care, New Beginnings and Wapakoneta Children's Learning Center for child care services for said department; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said contracts.

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

Adopted this
15th day of
September, 2009

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 Job & Family Services Dept. –
Michael Morrow

IN THE MATTER OF AUTHORIZING THE RENEWAL OF CA ETRUST ANTIVIRUS LICENSING FROM THE SMS GROUP.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2009.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, the County has been using CA Etrust Antivirus software to safeguard the internet service of its various offices, having acquired these licenses through The SMS Group; and,

WHEREAS, it is time to renew 130 licenses for this software at the cost of \$12.48 per unit for a total amount of \$1,622.40; said renewal if for the time period of September 27, 2009 through September 28, 2010.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the renewal of CA Etrust Antivirus software licenses as mentioned above.

BE IT FURTHER RESOLVED that the Board directs the Clerk of the Board to encumber \$1,622.40 to The SMS Group for the above authorized renewal.

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

Adopted this
15th day of
September, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes
Douglas A. Spencer
Don Regula . yes
Don Regula
John N. Bergman
John N. Bergman

cc: The SMS Group
 Computer Operations Manager

IN THE MATTER OF GRANTING THE ANNEXATION OF 109.54 ACRES± TO THE CITY OF WAPAKONETA AS PETITIONED BY THE CITY OF WAPAKONETA AND FILED BY DENNIS P. FALLER, WAPAKONETA CITY DIRECTOR OF LAW.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2009.

Commissioner Regula moved the adoption of the following
RESOLUTION

WHEREAS, on August 18, 2009, Dennis P. Faller, Wapakoneta City Director of Law, filed with the Clerk of the County Commissioners a petition for the annexation, to the City of Wapakoneta, of 109.54 acres, more or less, which is entirely owned by the City and Auglaize County; and,

WHEREAS, said petition was entered onto the Board of County Commissioners' Journal #107, Pages 783 through 786, under this date of August 18, 2009 by the Clerk of the Board; and,

WHEREAS, pursuant to Ohio Revised Code (ORC) Section 709.15, said petition met all requirements for a municipality directed annexation including:

1. Setting forth that under Ordinance 2009-38, of the City of Wapakoneta, the territory described in the petition was authorized to be annexed.
 2. An accurate legal description was included of the perimeter of the territory proposed to be annexed.
 3. An accurate map or plat of the territory proposed to be annexed was included;
- and,

WHEREAS, pursuant to Ohio Revised Code Section 709.16, the Board must grant the annexation petition within 30 days of the filing, understanding that, pursuant to ORC 709.16 (H), the territory to be annexed shall not be excluded or removed from the township under ORC Section 503.07.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby grant the annexation of 109.54 acres, more or less, to the City of Wapakoneta as petitioned by the City of Wapakoneta.

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

Adopted this
15th day of
September, 2009

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
 ✓ County Auditor
 ✓ City of Wapakoneta
 ✓ Dennis P. Faller, Solicitor
 ✓ Duchouquet Township Trustees

IN THE MATTER OF PROCLAIMING SEPTEMBER, 2009 AS "SENIOR CENTER MONTH" THROUGHOUT AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of September, 2009.

Commissioner Regula moved the adoption of the following
RESOLUTION

WHEREAS, older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and,

WHEREAS, the Auglaize County Council On Aging has acted as a catalyst for mobilizing the creativity, energy, vitality and commitment of the older residents of Auglaize County; and,

WHEREAS, through the wide array of services, program and activities, senior centers empower older citizens of Auglaize County to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and,

WHEREAS, the Council On Aging in the County of Auglaize affirms the dignity, self worth and independence of older person by facilitating their decisions and actions; tapping their experiences, skills and knowledge; and enabling their continued contribution to the community.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby proclaim and designate the month of September, 2009 as

SENIOR CENTER MONTH

throughout County of Auglaize and calls upon all citizens to recognize the special contributions for the senior center participants, and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

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

Adopted this
15th day of
September, 2009

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: Auglaize County Council on Aging

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 15th day of September, 2009.

Commissioner Regula 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 No.</u>	<u>Amount</u>	<u>Vendors</u>
331551	213.72	Friends
331556	226.24	City of St. Marys
331586	1896.16	Thomas R. Freytag
331594	1355.30	Medical Nutritional
331595	2728.81	Beth James
331597	618.60	Grace Cultural Learning Center
331601	310.55	Joerns Healthcare
331603	189.80	Lima News
331605	750.88	MedCorp, Inc.
331606	1508.00	Plante Moran
331610	835.62	Dennis Moran
331613	291.57	Learning Tree Child Care
331620	918.75	Jill Williams
331624	765.00	Harrison Insurance Agency Inc.
331626	125.00	Auglaize Acres Activities
331627	2757.76	SAFY
331627	2757.76	SAFY
331630	1000.00	Auglaize Family Practice
331639	425.62	Time Warner
331641	824.24	St. Rita's Medical Center
331645	257.83	Nickles Bakery
331652	101.00	Living Design
331658	2042.81	Lisa Mullins
331674	2019.02	J. Rhodes State Child Care
331680	159.80	Orthopaedic Inst of Ohio
331690	582.72	Lima Memorial Health System
331692	201.54	Lima Memorial Professional
331694	585.53	American Healthcare Supply
331704	606.28	Prairie Farms
331705	289.50	Stericycle
331711	1279.99	Victoria Huber

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

Adopted this
15th day of
September, 2009

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 A DEMOTION FROM ELIGIBILITY/REFERRAL SPECIALIST I POSITION TO ELIGIBILITY/REFERRAL SPECIALIST 2 POSITION IN THE PUBLIC ASSISTANCE UNIT AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 15th of September, 2009

Commissioner Regula moved the adoption of the following

RESOLUTION

WHEREAS, Michael S. Morrow, Director of the Auglaize County Department of Job & Family Services, informed the Board that Terri Fisher of the Department's Public Assistance Unit has agreed to a voluntary demotion and will assume the duties of an Eligibility/Referral Specialist 2, being demoted from the position of Eligibility/Referral Specialist 1; and,

WHEREAS, said position downgrade will be effective October 1, 2009 with the hourly rate being reduced from \$23.27 to \$22.34.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the position change of Terri Fisher from Eligibility/Referral Specialist 1 to Eligibility/Referral Specialist 2 in the Auglaize County Department of Job and Family Services Public Assistance Unit as recommended by ACDJFS Director Mike Morrow; making said upgrade effective October 1, 2009; and,

BE IT FURTHER RESOLVED that the hourly rate of compensation for Terri Fisher is hereby authorized by the Commissioners to be at the rate of \$22.34 per hour, also effective October 1, 2009.

Commissioner Bergman 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
September, 2009

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: ✓ Auglaize County Department
of Job & Family Services