

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has received a request from the Heritage Trails Park District, from Terry McDonald, to increase the 2022 Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, the Heritage Trails Park District Fund:

Increase 946.0946.530400 (Equipment) by \$1,220.38.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2022 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

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

Adopted this
22nd day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer . yes
David Bambauer

John N. Bergman . yes
John N. Bergman

Douglas A. Spencer . Yes
Douglas A. Spencer

cc: ✓ County Auditor
 ✓ County Administrator
 ✓ HTPD

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. (A KLEINFELDER COMPANY) FOR THE ADMINISTRATIVE SERVICES FOR THE AUGLAIZE COUNTY COMMUNITY HOUSING IMPACT & PRESERVATION LEAD ABATEMENT PROGRAM (CHIP-LAP) & EQUIPMENT GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners wishes to contract with Poggemeyer Design Group, Inc. for the provision of administrative services for the Auglaize County Housing Impact and Preservation Lead Abatement Program (CHIP-LAP) and Equipment Grant; and,

WHEREAS, the time and expense fees are for the following and will not exceed \$10,000.00:

- Coordination of and documentation for required public hearing;
- Research/obtain estimates for X-Ray Fluorescence (XRF) Analyzer;
- Coordination and preparation of required documentation for CHIP-LAP grant application;
- Preparation of a Memorandum of Understanding (MOU) to detail ownership, storage, and appropriate use of the XRF Analyzer; and,
- Submission of the grant application through OCEAN; and,

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

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

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for administrative services of Poggemeyer Design Group, Inc. for assistance in the application for the Auglaize County Community Housing Impact and Preservation Lead Abatement Program (CHIP-LAP) and Equipment Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, David Bambauer, to execute said contract.

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

Adopted this
22nd day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, ye
Douglas A. Spencer

cc: Poggemeyer Design Group, Inc.
CHIP-LAP file

September 15, 2022

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

VIA E-mail: epreston@auglaizecounty.org / eleffel@auglaizecounty.org

Re: Auglaize County Community Housing Impact & Preservation Lead Abatement Program
(CHIP-LAP) & Equipment Grant
PDG Proposal No. MW232212.001P

Dear Ms. Preston:

As was discussed in an email dated September 13, 2022, Poggemeyer Design Group, Inc., a Kleinfelder Company (Kleinfelder-PDG) is providing this letter contract for review and execution. PDG proposes to provide professional planning services to assist Auglaize County, Ohio (Owner) with its grant application for the ODOD/ODH CHIP Lead Abatement Program (CHIP-LAP) and Equipment Grant (hereinafter referred to as the "project").

Auglaize County, Ohio shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. 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:

- Coordination of and documentation for required Public Hearing;
- Research/obtain estimates for X-Ray Fluorescence (XRF) Analyzer;
- Coordination and preparation of required documentation for CHIP-LAP grant application;
- Preparation of a Memorandum of Understanding (MOU) to detail ownership, storage, and appropriate use of the XRF Analyzer; and,
- Submission of the grant application through OCEAN.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services that our firm will provide, please contact our office as soon as possible.

PDG will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of PDG's profession practicing in the same locality under similar conditions and at the date the services are provided. *NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.*

PDG will complete these planning services by the grant application deadline of **October 12, 2022**.

The fee for providing these services is a time and expense fee based on PDG's current hourly rate schedule not-to-exceed \$10,000, including reimbursables.



**POGGEMEYER
DESIGN GROUP**
A Kleinfelder Company

Auglaize County Board of Commissioners
September 15, 2022
Page 2

If work activities are required which are not included in the basic services described above, PDG can provide these based on its current hourly rate schedule.

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 above.

If there are delays beyond 30 days from the execution of this contract, an equitable adjustment of this fee will be negotiated, taking into consideration the impact of such delay. Changes in price indices and applicable pay scales will be considered in these negotiations.

If the County has a budgetary limit for this project, please provide this in writing, so that the project can be designed within those limitations.

This letter contract, with Exhibits A (2 pages) and B (1 page), represents the entire agreement between PDG and the County in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign in the space provided below and return one entire contract 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.

If there are any questions or you need additional information, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.
(A Kleinfelder Company)

Lauren O. Falcone

Lauren O. Falcone
Department Manager

Accepted this 20th day of September, 2022 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: *David Bombauer*

Printed Name: David Bombauer

Title: Commissioner

Telephone/Fax #: _____

EXHIBIT A

4. **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. OWNER shall provide unimpeded and timely access to the jobsite as may be required of PLANNER for the successful and timely performance of the services including third party sites.

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; obtaining bids or proposals from Contractor(s); toll telephone calls; reproduction of reports, Drawings, Specifications, Bidding Documents; pictures, stakes, monuments, and similar Project-related items.

3. **TERMINATION**

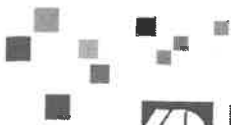
The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice and opportunity to cure) in the event of substantial failure by the other party to perform in accordance with the material terms hereof, through no fault of the terminating 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 or \$50,000, and OWNER hereby releases PLANNER from any liability above such amount.



POGGEMEYER
DESIGN GROUP
A Kleinfelder Company

6. WAIVER OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for any consequential damages, including but not limited to, loss of profits, loss of use, incidental, indirect, exemplary, punitive, penal, multiple, or other special damages incurred by the other party or for which either party may be liable to any third party.



EXHIBIT B

1. CERTIFICATE OF OWNER'S ATTORNEY

I, _____, the undersigned, duly authorized and acting legal representative of Auglaize County, Ohio, 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 full 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, Janet Schuler, Auditor of Auglaize County, Ohio hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of Auglaize County, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 9-19-2022

Seal:

Signed: Janet Schuler

Title: Auglaize County Auditor

IN THE MATTER OF APPROVING THE CONTRACTOR'S PAY REQUEST #1 FROM SHINN BROS. FOR THE 2022 CDBG CITY OF ST. MARYS ARMSTRONG PARK IMPROVEMENT PROJECT, USING PY 2021 CDBG ALLOCATION PROGRAM FUNDS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on May 24, 2022, Resolution #22-259, the Board of County Commissioners awarded the bid for the PY2021 CDBG Allocation Program project for the City of St. Marys Park Improvement Project to Shinn Bros. at the cost of \$212,000.00; and,

WHEREAS, the Board of County Commissioners has now been presented with a Contractor's Pay Request #1 in the amount of \$49,502.81 from Shinn Bros. for the City of St. Marys Armstrong Park Improvement Project.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #1 in the amount of \$49,502.81 to be from the CDBG Grant, and does authorize execution by the President of the Board of County Commissioners for said Contractor's Pay Request #1 from Shinn Bros., with the CDBG Grant amount of \$121,892.00 and \$90,108.00 from the City's RLF commitment.

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

Adopted this
22nd day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: ✓ Poggemeyer Design Group
- ✓ City of St. Marys
- ✓ Shinn Bros.

Shinn Brothers Inc.

Progress Estimate - Unit Price Work

Contractor's Application

Application Period:		8/1/22 - 9/15/22		Application Date:		9/15/2022					
REF. NO.	ITEM NO.	DESCRIPTION	Unit	Estimated Quantity	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	MEMBERS Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)
1	203	EXCAVATION	CY	82.00	83.95	\$6,883.90	66	\$5,540.70	\$5,540.70	\$5,540.70	80.5%
2	204	SUBGRADE COMPACTION	SF	740.00	1.20	\$888.00	740	\$888.00	\$888.00	\$888.00	100.0%
3	304	4" COMPACTED 304 STONE	SF	6509.80	1.30	\$8,461.70	6000	\$7,800.00	\$7,800.00	\$7,800.00	92.2%
4	609	6"X12" CURB CITY STANDARD	LF	304.00	54.40	\$16,537.60	304	\$16,537.60	\$16,537.60	\$16,537.60	100.0%
5	611	8" SDR 35 TYPE'C' 707.45	LF	198.00	46.60	\$9,226.80	170	\$7,922.00	\$7,922.00	\$7,922.00	85.9%
6	611	8" SDR 35 TYPE'C' 707.46	LF	146.00	43.80	\$6,409.40	130	\$5,707.00	\$5,707.00	\$5,707.00	89.0%
7	611	4" UNGERDRAIN 707.31	LF	205.00	24.70	\$5,014.10	180	\$4,446.00	\$4,446.00	\$4,446.00	88.7%
8	611	STORM CLEANOUT CITY STANDARD	EA	1.00	1,676.70	\$1,676.70	1	\$1,676.70	\$1,676.70	\$1,676.70	100.0%
9	Spec.	RUBERIZED PADDING FOR PLAY STRUCTURE	SF	6509.00	23.60	\$153,612.40		\$0.00	\$0.00	\$0.00	0.0%
10	Spec.	BOND	LS	1.00	3,289.40	\$3,289.40	1	\$3,289.40	\$3,289.40	\$3,289.40	100.0%
TOTAL						\$ 212,000.00		\$53,807.40		\$53,807.40	25.4%

1. ORIGINAL CONTRACT PRICE..... \$ 212,000.00
2. Net change by Change Orders..... \$ 50.00
3. Current Contract Price (Line 1 ± 2)..... \$ 212,000.00
4. TOTAL COMPLETED AND STORED TO DATE..... \$ 53,807.40
(Column F total on Progress Estimates)
5. RETAINAGE 8% fill 50 %..... \$4,304.59
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.e)..... \$ 49,502.81
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 0.00
8. AMOUNT DUE THIS APPLICATION..... \$ 49,502.81

CONTRACTOR'S CERTIFICATE
I hereby certify that the above materials and services have

CONTRACTOR: [Signature] DATE: 9/20/22

OWNER: City Of St Marys By: [Signature] Date: 9-20-22

OWNER: Auglaize County Comm. ss. By: [Signature] Date: 9-22-22

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd of September, 2022.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

Solid Waste Management Fund:

Amount:	From:	To:
\$ 5,000.00	004.0004.530400 (Equipment)	004.0004.531000 (Contract Services HH)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this
22nd day of
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: County Auditor
-SWMD

County Commissioners Office
Auglaize County, Ohio
September 22, 2022

NO. #22-418

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 22nd day of September, 2022.

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 No.</u>	<u>Amount</u>	<u>Vendor</u>
464235	28710.00	BUD'S CHEVROLET-BUICK, INC

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

Adopted this
22nd day
September, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

✓cc: County Auditor