

IN THE MATTER OF APPROVING THE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE ADMINISTRATION AND IMPLEMENTATION OF PY 2016 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of September, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio, Ohio Development Services Agency (ODSA) Office of Community Development (OCD), provides financial assistance to local governments for the purpose of addressing local housing needs; and,

WHEREAS, the Auglaize County Board of County Commissioners has received a grant from the State of Ohio, Ohio Development Services Agency (ODSA) Office of Community Development (OCD) under the Small Cities Community Development Block Grant Community Housing Impact and Preservation Program (CHIP) for PY 2016; and,

WHEREAS, Poggemeyer Design Group, Inc. has submitted a letter contract to the Board for said firm to provide professional planning services to assist the County, for the maximum fee of \$103,300.00 (of which \$91,300 will derive from PY2016 Grant and \$12,000 from the County's HOME Housing Program Income) with the administration and implementation of its PY 2016 CHIP Grant; and,

WHEREAS, the Board of County Commissioners has reviewed the contract finding same to be in order and reasonable.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the letter contract for professional planning services of Poggemeyer Design Group, Inc. for the administration and implementation of the PY 2016 CHIP Grant at the terms so specified in said contract; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, Don Regula, to execute said letter 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
6th day of
September, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

cc: Poggemeyer Design Group, Inc.
Clerk of the Board

RECEIVED**AUG 31 2016**Board of County Commissioner
Auglaize County, Ohio

September 1, 2016

Commissioner Don Regula, President
Auglaize County Board of Commissioners
209 South Blackhoof Street, Room 201
Wapakoneta, Ohio 45895-1972

Re: PY 2016 CHIP Administrative Contract

Dear Commissioner Regula:

Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for your review and consideration. PDG proposes to provide professional planning services to assist the County with the administration and implementation (project soft costs) of its PY2016 CHIP Grant (hereinafter referred to as the "project").

The County shall be responsible for providing to PDG a detailed summary of the requirements for the project, including any special considerations or services needed.

Basic services provided under this contract will consist of administering and implementing the County's PY2016 CHIP Grant as outlined in the May 6, 2016 CHIP Grant Application and the subsequent executed grant agreement between the County and the State of Ohio's Office of Community Development (OCD). Specifically, PDG will provide CHIP technical assistance to County staff for the duration of the CHIP grant period with regard to federal program and OCD regulations. PDG will also be responsible for the following: preparation of the environmental review record document; CHIP loan intake and processing functions, providing preliminary and full property inspections and related activities; performing, when applicable, lead-based paint risk assessments with related reports, coordinating property pest inspections; preparing rehabilitation work specifications including applicable pest and lead specifications; preparing in-house cost estimates; scheduling and convening contractor walk-throughs; preparing contractor invitations to bid; carrying out construction management, including preparation of change order(s) and payment request(s) documentation; performing lead clearances with related reports; preparing punch lists, obtaining contractor release of liens and warranties; handling fair housing outreach and training sessions; and assisting with the preparation of status/performance reports associated with the CHIP.

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

PDG would complete these services following execution of this grant agreement in the time frame required for the PY2016 CHIP Grant Period which is twenty-eight (28) months (from September 1, 2016 to December 31, 2018).

Our proposed fee for providing these basic services would be a time and expense fee based on PDG's current hourly rate schedule (enclosed as Exhibit C) with a maximum estimated fee of **\$103,300** including reimbursables (of which \$91,300 will derive from PY2016 CHIP Grant and \$12,000 from the County's HOME Housing Program Income).

Commissioner Don Regula
September 1, 2016
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The breakdown of estimated costs are listed below:

	<u>CHIP</u>	<u>HOME PI</u>
• Private Rehabilitation/soft costs (6 units)	\$33,300	
• Home Repair/soft costs (10 units)	\$20,000	
• General administration, coordination with OHPO, Health Dept., other agencies, pest contractors, and walk-away costs for all CHIP activities	\$30,000	
• Environmental Review Record Document	\$4,000	
• Fair Housing	\$4,000	
• Private Rehab or Homeownership/soft costs (using County's HOME Housing Program Income)		\$12,000

Should additional work activities be required that are not included in the basic services described above or if the County's CHIP Grant is extended beyond the December 31, 2018 date, PDG would be able to provide this additional work 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.

This letter contract, with Exhibits A (1 page), B (1 page), and C (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 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 until October 15, 2016, unless adjusted by PDG or the County in writing.

If there are any questions, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.


Paul Z. Tecpanecatl, AICP
Principal Owner


Michael Atherine, P.E.
Principal Owner

Accepted this 6th day of September, 2016 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 
Don Regula

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: _____

EXHIBIT C

2016 HOURLY RATES – PROFESSIONAL SERVICES

Sr. Management Principal.....	\$137.00
Managing Principal	\$133.75
Principal Owner	\$131.75
Executive VP/Department Manager/Senior VP	\$129.75
Vice President.....	\$127.75
Sr. Project Manager	\$124.25
Project Manager.....	\$113.75
Project Engineer/Architect/Landscape Architect	\$111.50
Design Engineer/Architect/Intern	\$96.50
Engineer/Architect Intern	\$84.50
Sr. Designer	\$109.75
Design Technician	\$99.50
Sr. CAD Technician	\$65.50
CAD Technician	\$48.50
Sr. Interior Designer.....	\$87.50
Interior Designer	\$69.50
Project Developer	\$109.50
Project Administrator.....	\$97.50
Project Coordinator	\$107.50
Environmental Planning Administrator	\$88.50
Project Integrator	\$105.50
Project Administration Assistant	\$72.50
Housing Administration	\$99.50
Housing Specialist	\$79.50
Housing Specialist Assistant.....	\$48.75
Housing Inspector	\$69.50
Community Development Specialist	\$67.75
IT Manager	\$87.50
Administrative Support Specialist	\$54.75
Administrative Assistant.....	\$56.75
Graphic Design	\$78.50
Professional Surveyor.....	\$105.75
Crew Leader	\$100.25
Survey Crew w/Robotics	\$118.50
Instrument Person.....	\$88.50
Sr. Project Observer	\$69.50
Project Observer	\$59.50
General Assistant.....	\$39.50
Sr. Intern	\$43.75
College Intern	\$29.50

Mileage @ \$0.44 per mile

NOTE:

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

IN THE MATTER OF SETTING DATE AND TIME TO RE-BID THE DOORLEY #2 SINGLE COUNTY DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of September, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on November 22, 2013, a Notice of Appeal and Statement were filed in the Auglaize County Clerk of Courts, in the matter of the Appeal of the Doorley #2 Single County Ditch petitioned by Michael and Cynthia Szekely and others; and,

WHEREAS, on December 12, 2013 bids were received for the Doorley #2 Single County Ditch Project; and,

WHEREAS, on December 17, 2013, Resolution #13-496 per the County Engineer's recommendation that the award of the contract for the Doorley #2 Ditch does not proceed due to the appeal filed with the Clerk of Courts, Auglaize County; and,

WHEREAS, the Auglaize County Engineer and County Administrator informed the Board of Auglaize County Commissioners that in order to determine if a Settlement Agreement could be finalized with William H. Moellenkamp the Doorley #2 Single County Ditch Project would need to re-bid and Engineer Reinhart and Administrator Preston recommended that the Board proceed with setting the date and time to re-bid the Doorley #2 Single County Ditch Project.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby set Tuesday, the 4th day of October, 2016 at 10:00 a.m. as the date and time to re-bid, receive and publicly open bids in the Commissioners Chambers, Administration Building, 209 S. Blackhoof Street, Room 201, Wapakoneta, Ohio for the construction of this project.

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

Adopted this
6th day of
September, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, NO
Douglas A. Spencer

cc: County Engineer
✓ Prosecuting Attorney