

IN THE MATTER OF DESIGNATING AN INDIVIDUAL WILLING TO SERVE ON THE COUNTY'S LOCAL EMERGENCY PLANNING COMMITTEE (LEPC); PETITIONING THE STATE'S EMERGENCY RESPONSE COMMISSION TO MAKE APPOINTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners has been informed by Troy Anderson, Auglaize County EMA/LEPC Coordinator, that following person have consented to serve on the Auglaize County LEPC:

James Williams, representing Utility – term expires on August 15, 2011,

and,

WHEREAS, the Board has reviewed the application form for the above named person, finding said applicant to be acceptable.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby approve James Williams to be an Utility representative to the Auglaize County LEPC as so stated and does respectfully petition the State of Ohio Emergency Response Commission to formally administer these appointment; and,

BE IT FURTHER RESOLVED that the terms of said appointees commence upon appointment by SERC, serving on the Auglaize County LEPC with the terms expiring on August 15, 2011.

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

Adopted this
9th day of
September, 2010

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: State Emergency Response Commission (certified)
- ✓ Auglaize County EMA/LEPC Coordinator – Troy Anderson

CERTIFICATION

As duly appointed Clerk of the Board of County Commissioners, Auglaize County, Ohio,
I do hereby certify that the attached is a true and correct copy of Resolution No. _____
approved and passed by the Board County Commissioners of Auglaize County, Ohio, on
September 9, 2010.

Esther Leffel, Clerk
Board of County Commissioners
Auglaize County, Ohio

Dated: _____

**IN THE MATTER OF ACCEPTING THE TERMINATION NOTICE FROM TOM FORTMAN AND
RELEASING SAID COMPANY FROM AUGLAIZE COUNTY NEIL ARMSTRONG AIRPORT HANGAR
LEASE.**

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 9th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on January 7, 2010, in Resolution #10-005, the Board of County Commissioners approved and entered into an Auglaize County Neil Armstrong Airport Hangar Rental Agreement with Tom Fortman; and,

WHEREAS, Tom Fortman submitted a termination notice to the Board notifying said Board that the above mentioned lease agreement is to be terminated, effective on August 31, 2010.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby accept the hangar lease termination notice from Tom Fortman; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners, does hereby release Tom Fortman from said airport hangar lease agreement at Neil Armstrong Airport, effective August 31, 2010.

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

Adopted this
9th day of
September, 2010

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: Tom Fortman
- ✓ Sean Stroh – Airport Manager

**IN THE MATTER OF ACCEPTING THE TERMINATION NOTICE FROM WALTER VOGEL AND
RELEASING SAID COMPANY FROM AUGLAIZE COUNTY NEIL ARMSTRONG AIRPORT HANGAR
LEASE.**

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 9th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on January 7, 2010, in Resolution #10-005, the Board of County Commissioners approved and entered into an Auglaize County Neil Armstrong Airport Hangar Rental Agreement with Walter Vogel; and,

WHEREAS, Walter Vogel submitted a termination notice to the Board notifying said Board that the above mentioned lease agreement is to be terminated, effective on September 2, 2010.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby accept the hangar lease termination notice from Walter Vogel; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners, does hereby release Walter Vogel from said airport hangar lease agreement at Neil Armstrong Airport, effective September 2, 2010.

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

Adopted this
9th day of
September, 2010

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Walter Vogel
Sean Stroh – Airport Manager

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED IN THE GAS ROTARY (508) FUND.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to amend the Annual Appropriation with moneys that the County Auditor has certified and were unappropriated for the Gas Rotary (508) Fund; and,

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2010 Annual Appropriation Resolution be amended as follows:

Increase 508.0058.500100 (Gas Rotary) – by \$40,000.00

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

Adopted this
9th day of
September, 2010

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: County Auditor
County Administrator

**IN THE MATTER OF APPOINTING DAVID REICHELDERFER AS REPRESENTATIVE FOR THE
AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT TO THE ORGANIZATION OF SOLID
WASTE DISTRICTS OF OHIO.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Solid Waste Management District has been a member of the Organization of Solid Waste District of Ohio (OSWADO) for many years; and,

WHEREAS, David Reichelderfer, Solid Waste Coordinator for the Auglaize County District met with the Board of County Commissioners which acts as the Board of Directors for the Auglaize County Solid Waste Management District, stating that he is willing, as in the past, to act as the District's representative to OSWADO.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby appoint David Reichelderfer to serve as the representative to OSWADO on behalf of the Auglaize County Solid Waste Management District.

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

Adopted this
9th day of
September, 2010

**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: Solid Waste Coordinator – David Reichelderfer

**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 2010 CDBG FORMULA PROGRAM.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of September, 2010.

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 and fair housing services for the FY 2010 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 2010 CDBG Grant at the terms so specified in said contracts; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, Don Regula to execute said contracts.

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

Adopted this
9th day of
September, 2010

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.
County Administrator



September 1, 2010

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

Re: Auglaize County - FY2010 CDBG Community Development Program
Formula Program Administrative Services Contract
PDG Job No. 3510-062

Dear Mr. Lenhart:

Pursuant to the FY2010 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 FY2010 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.



Mr. Joseph Lenhart
September 1, 2010
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- 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 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 monitorings 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.



Mr. Joseph Lenhart
September 1, 2010
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- 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.
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 (1 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 the original and enclosed copy of this letter contract in the space



POGGEMEYER
DESIGN GROUP

Mr. Joseph Lenhart
September 1, 2010
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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 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, PE
Principal Owner

Paul Z. Tecpanecatl, AICP
Principal Owner

Attachments

Accepted this 9th day of September, 2010 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By:

Title: President



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 ARCHITECT/ENGINEER 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. **REUSE OF DOCUMENTS**

Drawings and Specifications are instruments of service and are and shall remain the property of the ARCHITECT/ENGINEER whether the Project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the OWNER's use and occupancy of the Project. The Drawings and Specifications shall not be used by the OWNER on other projects, for additions to this Project, or for completion of this Project by others provided the ARCHITECT/ENGINEER is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the ARCHITECT/ENGINEER.

Any reuse without written verification or adaptation by the ARCHITECT/ENGINEER for other than the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER.

3. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by ARCHITECT/ENGINEER or ARCHITECT/ENGINEER'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.

4. **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, ARCHITECT/ENGINEER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.



5. **SUCCESSORS AND ASSIGNS**

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

6. **HAZARDOUS WASTE AND ASBESTOS INDEMNIFICATION CLAUSE**

In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this Agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER and their consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the performance of the work related to hazardous waste or asbestos activities.

The above indemnification provision extends to claims against ARCHITECT/ENGINEER which arise out of, are related to, are based upon the dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into atmosphere or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

7. **SALES TAX ON ENGINEERING DRAWINGS AND PLANS**

OWNER states that the objects of this contract are to obtain ARCHITECT/ENGINEER's professional expertise and skill, as well as ARCHITECT/ENGINEER's professional consultation. OWNER and ARCHITECT/ENGINEER agree that all drawings and plans are an inconsequential portion of the transaction with a reasonable value allocable to those drawings and plans of no more than ten percent of the total compensation earned under this Agreement (estimated cost of the plans and drawings materials including reproduction costs). OWNER and ARCHITECT/ENGINEER each believes that this contract is not taxable under the Ohio sales or use tax laws. However, if a sales tax or use tax should be assessed, then payment of the tax shall be the OWNER's responsibility.

8. **LIMITATION OF LIABILITY CLAUSE**

The ARCHITECT/ENGINEER'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.



POGGEMEYER
DESIGN GROUP

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: _____



POGEMEYER
DESIGN GROUP

EXHIBIT C
POGEMEYER DESIGN GROUP, INC.
2007-2010 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/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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, financial services, 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		WORK PHONE		

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

BUSINESS/ORGANIZATION NAME POGGEMEYER DESIGN GROUP, INC.			PHONE (419) 352-7537
BUSINESS ADDRESS 1168 NORTH MAIN STREET			
CITY BOWLING GREEN	STATE OH	ZIP 43402	COUNTY WOOD
BUSINESS/ORGANIZATION REPRESENTATIVE NAME PAUL Z. TECPANECATL			TITLE PRINCIPAL OWNER

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

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

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.

APPLICANT SIGNATURE X <i>[Signature]</i>	DATE <i>[Signature]</i>
---------------------------------------------	----------------------------



September 1, 2010

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

Re: Auglaize County FY2010 CDBG Community Development Program
Formula Program Fair Housing Services Contract
PDG Job No. 3510-063

Dear Mr. Lenhart:

Pursuant to the FY2010 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 FY2010 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.



POGGEMEYER
DESIGN GROUP

Mr. Joseph Lenhart
September 1, 2010
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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, 2010 through August 31, 2011).

This letter contract, with Exhibits A (1 page), B (1 page), C (1 page), and D (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 Formula Program may be directed to Mr. Paul Tecpanecatí, 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. Tecpanecatí, AICP
Principal Owner

Attachments

Accepted this 9th day of September, 2010 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 

Title: President



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 ARCHITECT/ENGINEER 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. **REUSE OF DOCUMENTS**

Drawings and Specifications are instruments of service and are and shall remain the property of the ARCHITECT/ENGINEER whether the Project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the OWNER's use and occupancy of the Project. The Drawings and Specifications shall not be used by the OWNER on other projects, for additions to this Project, or for completion of this Project by others provided the ARCHITECT/ENGINEER is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the ARCHITECT/ENGINEER.

Any reuse without written verification or adaptation by the ARCHITECT/ENGINEER for other than the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ARCHITECT/ENGINEER.

3. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by ARCHITECT/ENGINEER or ARCHITECT/ENGINEER'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.

4. **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, ARCHITECT/ENGINEER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.



5. **SUCCESSORS AND ASSIGNS**

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

6. **HAZARDOUS WASTE AND ASBESTOS INDEMNIFICATION CLAUSE**

In consideration of the unavailability of professional liability insurance for services involving or relating to hazardous waste elements of this Agreement, or the removal or encapsulation of asbestos, it is further agreed that the OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER and their consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the performance of the work related to hazardous waste or asbestos activities.

The above indemnification provision extends to claims against ARCHITECT/ENGINEER which arise out of, are related to, are based upon the dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into atmosphere or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

7. **SALES TAX ON ENGINEERING DRAWINGS AND PLANS**

OWNER states that the objects of this contract are to obtain ARCHITECT/ENGINEER's professional expertise and skill, as well as ARCHITECT/ENGINEER's professional consultation. OWNER and ARCHITECT/ENGINEER agree that all drawings and plans are an inconsequential portion of the transaction with a reasonable value allocable to those drawings and plans of no more than ten percent of the total compensation earned under this Agreement (estimated cost of the plans and drawings materials including reproduction costs). OWNER and ARCHITECT/ENGINEER each believes that this contract is not taxable under the Ohio sales or use tax laws. However, if a sales tax or use tax should be assessed, then payment of the tax shall be the OWNER's responsibility.

8. **LIMITATION OF LIABILITY CLAUSE**

The ARCHITECT/ENGINEER'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.



POGGEMEYER
DESIGN GROUP

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.
2007-2010 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/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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, financial services, 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		WORK PHONE		

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

BUSINESS/ORGANIZATION NAME			PHONE	
POGGEMEYER DESIGN GROUP, INC.			(419) 352-7537	
BUSINESS ADDRESS				
1168 NORTH MAIN STREET				
CITY	STATE	ZIP	COUNTY	
BOWLING GREEN	OH	43402	WOOD	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	
PAUL Z. TECPANECATL			PRINCIPAL OWNER	

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

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

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.

APPLICANT SIGNATURE X <i>[Signature]</i>	DATE <i>7-6-10</i>
---------------------------------------------	-----------------------

IN THE MATTER OF APPROVING LEASE AT THE NEIL ARMSTRONG AIRPORT FOR HANGAR SPACE FOR KENNETH BOYD.; RATIFYING THE EXECUTION OF THE LEASE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of September, 2010.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, at the Auglaize County owned Neil Armstrong Airport, there are various hangars which are rented to numerous companies and individuals by the Auglaize County Airport Authority, designated as Agent for Auglaize County, for non-commercial storage of aircraft and auxiliary incidental uses associated therewith; and,

WHEREAS, the subsequent company and individual have entered into twelve (12) month leases as follows:
Kenneth Boyd - commence on 9/3/2010 thru 12/31/2010 at \$92.50 per month

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above mentioned Kenneth Boyd for an airplane hangar space as specified in the lease agreements; and,

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

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

Adopted this
9th day of
September, 2010

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 ✓ Sean Stroh - Airport Manager
✓ Todd Kitzmiller - Airport Authority

IN THE MATTER OF AMENDING THE RESIGNATION DATE OF BRIAN FISHER AS THE COMPUTER OPERATIONS MANAGER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of September, 2010.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, Brian Fisher, Computer Operations Manager of the Board of Auglaize County Commissioners, submitted the following correspondence to the Board of County Commissioners:

Dear Mr. Don Regula, Mr. Doug Spencer, Mr. John Bergman

I would like to request amending my effective resignation date as Auglaize County's Computer Operations Manager to 10/1/2010 to help complete the move of offices into there respective temporary offices.

Respectfully,

s/Brian Fisher
Brian Fisher

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County does hereby amend the resignation date of Brian Fisher as Computer Operations Manager; same to be effective at 11:59:59 p.m., October 1, 2010.

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

Adopted this
9th day of
September, 2010

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: Brian Fisher
County Auditor