

Petition for Annexation

The undersigned, being the sole owner of real estate in the territory hereinafter described, hereby petitions for the annexation of the following described territory to the City of Wapakoneta, Auglaize County, Ohio, in the manner provided for by Sections 709.02 to 709.11 of the Revised Code of Ohio.

Petitioners have attached hereto and made a part of this petition a legal description of the perimeter of the territory sought to be annexed, marked as Exhibit "A" and an accurate map or plat of the territory sought to be annexed, marked as Exhibit "B".

The described territory is contiguous with the City of Wapakoneta, Ohio.

Petitioners have attached hereto and made a part of this petition, a list of the adjoining property owners with their respective parcel numbers and mailing address, marked as Exhibit "C".

Kyle J. Binkley and Brad J. Core are hereby appointed agents for the undersigned Petitioner as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to said agents to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Any such amendment, alteration, change, correction, withdrawal, refile, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agents without further expressed consent of the Petitioner. The name and address of the agents for Petitioner are as follows:

Kyle J. Binkley
Binkley Land Surveying, LLC
121 W. Auglaize St.
Wapakoneta, OH 45895
(419)236-3768

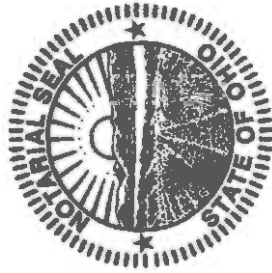
Brad J. Core
Core Consulting
1660 S. Defiance Trail
Spencerville, OH 45887
(419)647-6163

Petitioner:

H&B Partnership

By: *Gary L. Binkley* Date: 4/22/15
Gary L. Binkley

By: *Guy Hut* Date: 4-22-15
Guy Hut



Lia M. Gossard Date: 4/22/15
Lia M. Gossard, Notary
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 12-26-16

Exhibit "A"
ANNEXATION LEGAL DESCRIPTION

Board of County Commissioners
Auglaize County, Ohio

Being a part of the Duchouquet Reserve commonly referred to as lying within the confines of the southwest quarter of Section 30 and the northwest quarter of Section 31, Town 5 South, Range 6 East, Duchouquet Township, Auglaize County, Ohio, more particularly described as follows:

Commencing at an Existing Monument Box at the NE corner of the SE ¼ of Section 25, Town 5 South, Range 5 East, Moulton Township (Centerline of Ramga Road); thence N 00°-50'-24" E with the W line of the SW ¼ of Section 30, Town 5 South, Range 6 East, Duchouquet Township (Centerline of Ramga Road), 6.78' to an existing Cotton Gin Spindle; thence S 89°-39'-15" E with the N line of the SW ¼ of Section 30, 1,051.44' to an existing ½" Iron Pipe on the westerly line of a 41.5 acre parcel in the name of H&B Partnership (as referenced in OR 648, Page 496); thence S 00°-42'-36" W with said westerly line, 1,445.81' to an existing ½" Iron Pipe; thence S 00°-51'-38" W continuing with said westerly line, 327.97' to an existing #5 Rebar at the POINT OF BEGINNING; thence the following courses:

1. N 89°-56'-39" E, 773.40' to an Existing ½" Iron Pipe;
2. S 00°-19'-05" W, 599.93' to a point in the center of the Auglaize River, passing a set #5 Rebar at 549.56';
3. S 70°-13'-15" W with the centerline of the Auglaize River, 249.83' to a point and being referenced by a ½" Iron Pipe at N 36°-16'-29" W, 46.23';
4. S 42°-18'-04" W continuing with the centerline of the Auglaize River, 381.13' to a point;
5. N 88°-44'-28" W, 294.03' to an existing ½" Iron Pipe, passing an existing ½" Iron Pipe at 33.55';
6. N 01°-08'-40" E, 201.37' to an existing ½" Iron Pipe;
7. N 00°-51'-58" E, 757.91' to the POINT OF BEGINNING, passing an existing ½" Iron Pipe at 67.88'.

The above described parcel contains 14.663 acres, more or less, subject to all easements, restrictions and regulations of record.

The system of bearings for this legal description is based on the Ohio State - Plane North Coordinate System. This legal description and accompanying plat represent an actual boundary survey completed under the direct supervision of Kyle J. Binkley, P.S. #8587 on December 26, 2014. All markers called for above are in place.



A handwritten signature in blue ink, appearing to read "K. Binkley", written over the seal.

RECEIVED
 APR 24 2015
 Board of County Commissioners
 Auglaize County, Ohio

Exhibit "B"

ANNEXATION TO THE CITY OF WAPAKONETA, OHIO

BEING A PART OF THE DUCHOUQUET RESERVE COMMONLY REFERRED TO AS LYING WITHIN THE CONFINES OF THE SW 1/4 OF SECTION 30 AND THE NW 1/4 OF SECTION 31, T-5-S, R-6-E, DUCHOUQUET TWP., AUGLAIZE COUNTY, OHIO.

ANNEXATION LEGAL DESCRIPTION

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Commencing at an Existing Monument Box at the NE corner of the SE 1/4 of Section 25, Town 5 South, Range 5 East, Moulton Township (Centerline of Ramga Road); thence N 00°-50'-24" E with the W line of the SW 1/4 of Section 30, Town 5 South, Range 6 East, Duchouquet Township (Centerline of Ramga Road), 6.78' to an existing Cotton Gin Spindle; thence S 89°-39'-15" E with the N line of the SW 1/4 of Section 30, 1,051.44' to an existing 1/2" Iron Pipe on the westerly line of a 41.5 acre parcel in the name of H&B Partnership (as referenced in OR 648, Page 496); thence S 00°-42'-36" W with said westerly line, 1,445.81' to an existing 1/2" Iron Pipe; thence S 00°-51'-38" W continuing with said westerly line, 327.97' to an existing #5 Rebar at the POINT OF BEGINNING; thence the following courses:

1. N 89°-56'-39" E, 773.40' to an Existing 1/2" Iron Pipe;
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3. S 70°-13'-15" W with the centerline of the Auglaize River, 249.83' to a point and being referenced by a 1/2" Iron Pipe at N 36°-16'-29" W, 46.23';
4. S 42°-18'-04" W continuing with the centerline of the Auglaize River, 381.13' to a point;
5. N 88°-44'-28" W, 294.03' to an existing 1/2" Iron Pipe, passing an existing 1/2" Iron Pipe at 33.55';
6. N 01°-08'-40" E, 201.37' to an existing 1/2" Iron Pipe;
7. N 00°-51'-58" E, 757.91' to the POINT OF BEGINNING, passing an existing 1/2" Iron Pipe at 67.88'.

The above described parcel contains 14.663 acres, more or less, subject to all easements, restrictions and regulations of record.

The system of bearings for this legal description is based on the Ohio State - Plane North Coordinate System. This legal description and accompanying plat represent an actual boundary survey completed under the direct supervision of Kyle J. Binkley, P.S. #8587 on December 26, 2014. All markers called for above are in place.

COUNTY AUDITOR'S CERTIFICATE

Filed for transfer on this _____ day of _____, 2015.

Auditor, Auglaize County, Ohio

COUNTY COMMISSIONERS

The Board of Auglaize County Commissioners hereby accept this Plat of Annexation of Land to the City of Wapakoneta

by Commissioners Resolution No.# _____, dated _____

President of the Board of Auglaize County Commissioners

Legend

- L1 = N 00°-50'-24" E ~ 6.78'
- L2 = S 89°-39'-15" E ~ 1,051.44'
- L3 = S 00°-42'-36" W ~ 1,445.81'
- L4 = S 00°-51'-38" W ~ 327.97'
- L5 = N 36°-16'-29" W ~ 46.23'

- A = Existing Monument Box at the SE Corner of the SE 1/4 of Section 25, T-5-S, R-5-E, Moulton Twp.
- B = Existing Monument Box at the NE Corner of the SE 1/4 of Section 25, T-5-S, R-5-E, Moulton Twp.
- C = Existing Cotton Gin Spindle
- D = Unmonumented Point of Interest
- E = Existing 1/2" Iron Pipe
- F = Existing #5 Rebar
- G = Set #5 Rebar
- = Existing Corporation Line

We, the undersigned, being legal representatives of H&B Partnership and owner of the 14.663 acres, do hereby acknowledge the herein shown and the purpose herein expressed.

Gary L. Binkley 4/22/15
 Gary L. Binkley Date
Guy Hut 4-22-15
 Guy Hut Date

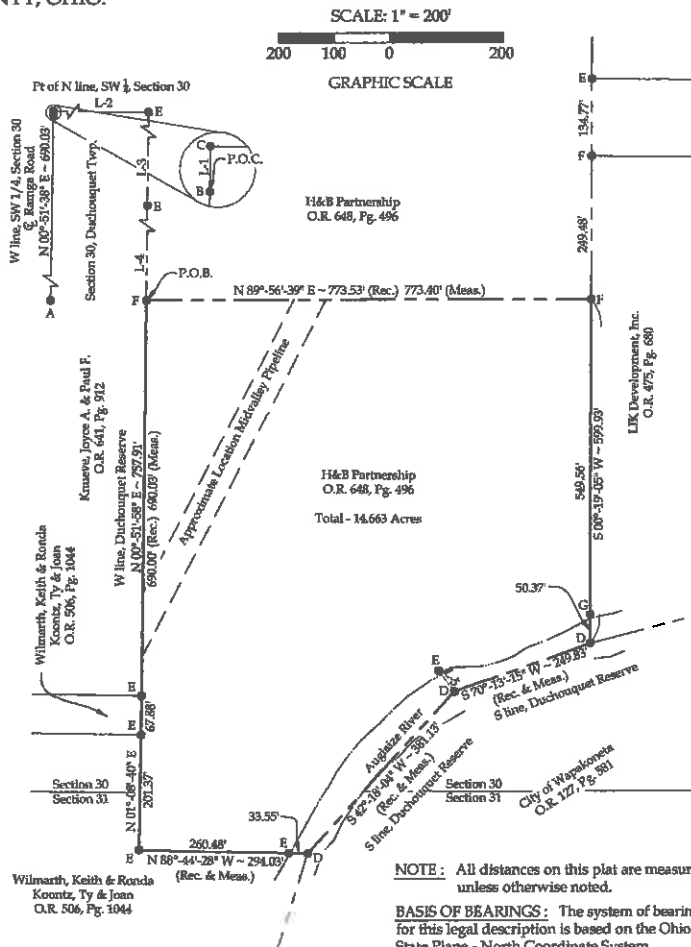
COUNTY RECORDER'S CERTIFICATE

Filed for record under file no.# _____ on this _____ day of _____, 2015, at a time of _____ in the County of Auglaize.
 Recorder's Office for a fee of _____ and recorded in Plat Book _____ on Page _____
 Recorder, Auglaize County, Ohio



This plat, including the legal description, represents an actual boundary survey completed under my direct supervision on December 26, 2014.

Kyle J. Binkley
 Kyle J. Binkley, P.S. #8587



NOTE: All distances on this plat are measured unless otherwise noted.

BASIS OF BEARINGS: The system of bearings for this legal description is based on the Ohio State Plane - North Coordinate System.



CLIENT H & B Partnership			
SURVEYED BY K.J.B.	DATE 12-26-2014	DRAWN BY K.J.B.	CHECKED BY B.J.C.
SCALE 1" = 200'	PAGES 1	OF 1	PAGES 1

RECEIVED

APR 22 2015

Board of County Commissioners
Highland County, Ohio

Exhibit "C"

List of Adjoiner's to Property Petitioned for Annexation

1. Parcel #B0503001703
Paul F. & Joyce A. Knueve
13418 Fryburg Drive
Wapakoneta, OH 45895

2. Parcel #B0503001702 & B0531100100
Kirk D. & Ronda R. Wilmarth
Ty L. & Joan E. Koontz
14987 Ramga Road
Wapakoneta, OH 45895

3. Parcel #B0707601500
City of Wapakoneta
P.O. Box 269
Wapakoneta, OH 45895

4. Parcel #B0503000100
LIK Development, Inc.
1630 Ames Court
Lakewood, CO 80214

IN THE MATTER OF AUTHORIZING THE ACQUISITION OF KVM SWITCHES, SERVER INTERFACE FOR KVM AND A 19" CONSOLES FROM CDW-G FOR THE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, Cameron Ruppert, IT Manager submitted information to the Board of County Commissioners requesting the purchase of KVM switches, Tripp USB server interface for KVM and four (4) 19" console display to replace the equipment for the County's Computer system in various county buildings; and,

WHEREAS, a quotation which was obtained from CDW-G for the above stated equipment at a cost of \$7,283.23; and,

WHEREAS, Mr. Ruppert requested that the Board authorize the purchase of the necessary equipment.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the acquisition of the KVM switches, USB server interface with KVM and 19" consoles from CDW-G at the cost of \$7,283.23 as requested by the IT Manager; and,

BE IT FURTHER RESOLVED that the Board directs IT Manager, Cameron Ruppert, to proceed with the purchase of the necessary equipment; and,

BE IT STILL FURTHER RESOLVED that the payment for this equipment will be funded through the (041) Permanent Improvement Fund and the Clerk will encumber the funds for this purchase.

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

Adopted this
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: IT Manager – Cameron Ruppert
✓ CDW-G

IN THE MATTER OF APPROVING CONTRACT FOR SERVICES BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (ACDJFS) AND LIMA ALLEN COUNCIL ON COMMUNITY AFFAIRS (LACCA) FOR THE PURCHASE OF TANF/OWF/PRC, WIA, TITLE XIX AND TITLE XX SOCIAL SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services has chosen to contract with Lima Allen Council on Community Affairs (LACCA) pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act H.R. 3734, Workforce Investment Act, House Bill 408, and rules promulgated by the Ohio Department of Job and Family Services, ACDJFS is authorized to contract with public and/or private agencies for the purchase of TANF/OWF/PRC, WIA, Title XIX, and Title XX social services; and,

WHEREAS, a contract for specific social services between the Auglaize County Department of Job and Family Services has been submitted to the Board of County Commissioners with a request that the Board approve and execute same at the terms so stated in said contract for the time period from May 1, 2015 through October 31, 2015 at the cost not to exceed \$105,360.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the contract for TANF/OWF/PRC, WIA, Title XIX, and Title XX social services between Auglaize County Department of Job and Family Services and Lima Allen Council on Community Affairs (LACCA); and,

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

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

Adopted this 23rd day
of April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

✓cc: Auglaize County Department
of Job & Family Services

**IN THE MATTER OF APPROVING THE AMENDMENT NO. 1 TO THE CONTRACT BETWEEN
AUGLAIZE COUNTY JOB AND FAMILY SERVICES AND LIMA ALLEN COUNCIL ON COMMUNITY
AFFAIRS (LACCA) FOR TRANSPORTATION SERVICES.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary for the Auglaize County Department of Job & Family Services to contract for transportation services for eligible individuals as determined by said Job & Family Services; and,

WHEREAS, the Board on August 14, 2014 in resolution #14-385 did approve the contract from September 1, 2014 through June 30, 2015 not to exceed \$140,000.00 between Auglaize County Job and Family Services and Lima Allen Council on Community Affairs (LACCA) for transportation services to provide transportation services for Social Services, Medical or Employment needs; and,

WHEREAS, LACCA is requesting a contract amendment due to insufficient funds to cover transportation costs and increase the contract by \$60,000.00 so that the total dollar amount of this contract may not exceed \$200,000.00 unless otherwise amended; and,

WHEREAS, the article titled "Cost And Delivery of Purchased Services" shall be deleted in its entirety and replaced with the following language:

"Subject to the limitations specified in this agreement, reimbursement under this agreement will be on a unit cost basis. "Unit" equals one mile of transportation provided. A unit of service is one mile. Reimbursement costs for all trips shall be \$2.60 per Unit. All miles are point to point from the first NET/EMT participant pick-up to the last NET/EMT drop off point."; and,

WHEREAS, the contract amendment no. 1 has been approved by the Auglaize County Department of Job & Family Services with the Board of County Commissioners being asked to approve and execute this amendment.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract amendment no. 1 between Auglaize County Department of Job & Family Services and Lima Allen Council on Community Affairs (LACCA) for transportation services as mentioned above; and,

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

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

Adopted this
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spenger


Don Regula


John N. Bergman

✓ cc: County Department of Job & Family Services –
Michael Morrow

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

<u>Heritage Park District Fund:</u>	
Amount:	To:
\$ 142.01	946.0946.530700 (Travel)
	946.0946.536400 (Workers Comp)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustment to show the changes as tabulated above.

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

Adopted this
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Ys
Douglas A. Spencer

Don Regula Ys
Don Regula

John N. Bergman Ys
John N. Bergman

cc: County Auditor
Heritage Park District

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

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

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

and,

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

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

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for administrative services of Poggemeyer Design Group, Inc. for assistance in the application for FY 2015 CDBG Grant at the terms so specified in said contract; and,

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

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

Adopted this
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: Poggemeyer Design Group, Inc.
County Administrator

April 10, 2015

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

Re: Auglaize County - FY2015 CDBG Community Development Program
Allocation Program Administrative Services Contract
PDG Proposal No. 08-2014-2032

Dear Ms. Preston:

Pursuant to the FY2015 CDBG Community Development Program RFQ/RFP, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for execution. PDG proposes to provide professional planning services to assist Auglaize County with administrative services for the FY2015 Community Development Block Grant (CDBG) Allocation Program (hereinafter referred to as the "project").

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

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

1. **Grant Application. Not to exceed \$7,800.00.** Specified costs associated with the preparation and submittal of the grant application to the Ohio Development Services Agency (ODSA), to include:
 - a. Assisting staff with scheduling, advertising, and convening all required public hearings. (Community is responsible for publication costs.)
 - b. Assisting staff with soliciting funding proposals from county departments, agencies, community non-profit organizations, and other eligible entities.
 - c. Assisting county staff with determining eligibility of projects and proposals, including overseeing CDBG income surveys.
 - d. Properly preparing the required Fair Housing Program table as required by ODSA, including outreach and training sites.
 - e. Preparation of the required Community Development Implementation Strategy (CDIS).

Ms. Erica Preston
April 10, 2015
Page 2

- f. Properly completing all required application forms and exhibits and providing revisions to the application as needed or requested by ODSA.
 - g. Providing and delivering the appropriate number of copies of the application to ODSA and the County in the appropriate format by the required due date.
2. **Environmental Review Record. Not to exceed \$5,000.00.** Specified costs associated with the timely completion of the environmental review process, to include:
- a. Coordination with the Ohio Historic Preservation Office, the Ohio EPA, ODSA, and any other local/state/federal agencies as required by federal regulations.
 - b. Preparation of proper notices, reports, and certification forms to obtain the "Release of Funds" for all Allocation activities. (Community is responsible for publication costs.)
 - c. Proper preparation of the required Environmental Review Record (ERR), which includes data collection, narrative preparation, and mapping.
3. **Technical Assistance. Not to exceed \$5,400.00.** Specified costs associated with providing technical assistance to community staff and its grantees to assure program compliance throughout the grant year, to include:
- a. Assistance with review of Grant Agreement prior to execution.
 - b. Assisting staff with technical aspects of procurement of construction, materials/equipment, and planning projects in compliance with CDBG rules and regulations (e.g., acquisition/relocation, competitive quotes/bids, federal wage rates, preparation of bid documents, contractor/supplier eligibility verification, pre-construction conferences, federal labor compliance, invoice processing, etc.). (Community is responsible for publication costs.)
 - c. Assisting staff with preparation of program status reports and final performance report.
 - d. Assisting staff with set up and maintenance of program files.
 - e. Assisting staff with program close-out, including preparation for ODSA program monitoring conducted by ODSA State Field Representatives. Assisting staff with preparation of monitoring responses to ODSA, as needed.
 - f. Executing program amendments and/or extensions, if needed.
 - g. Providing guidance with general financial and program administration, CDBG construction management, CDBG materials/equipment procurement, as well as information regarding program and regulation changes.

Ms. Erica Preston
April 10, 2015
Page 3

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

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

1. Grant amendments.
2. Grant extensions.
3. Additional public hearings for amendments.
4. Amending the Environmental Review Record resulting from amendments.
5. Additional coordination with the Ohio Historic Preservation Office and the National Advisory Council on Historic Preservation.
6. Additional monitoring reports resulting from grant extensions.
7. Additional step-by-step monitoring of grantee agencies/communities regarding CDBG Allocation policy and procedures.
8. Providing guidance and assistance to other architectural/engineering/planning firms retained by the community or its grantees regarding CDBG policies, procedures, and regulations.

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

This letter contract, with Exhibits A (1 page) and B (1 page), represents the entire agreement between PDG and the County in respect to the project and may be modified only by written agreement of both parties and may be terminated by either party upon seven (7) days written notice to the other party. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copy of this letter contract in the space provided below and return the original to PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the County in writing.

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




Ms. Erica Preston
April 10, 2015
Page 4

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

Sincerely,

POGGEMEYER DESIGN GROUP, INC.


Mike Atherine, PE
Principal Owner


Paul Z. Tecpattecal, AICP
Principal Owner

Attachments

Accepted this 23rd day of April, 2015 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 
Douglas A. Spicer

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.

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners wishes to contract with Poggemeyer Design Group, Inc. for the provision of fair housing services for the FY 2015 Community Development Block Grant (CDBG) Allocation Program; and,
WHEREAS, the fees for the CDBG Formula fair housing program services are not to exceed a lump sum of \$4,000.00; and,
WHEREAS, Poggemeyer Design Group Inc. has prepared a contract for the Board's review and execution; and,
WHEREAS, the Board of County Commissioners has reviewed said contract and has found them to be satisfactory.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the contract for fair housing services of Poggemeyer Design Group, Inc. for assistance in the application for FY 2015 CDBG Grant at the terms so specified in said contract; and,

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

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

Adopted this
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: Poggemeyer Design Group, Inc.
County Administrator

April 10, 2015

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

Re: Auglaize County FY2015 CDBG Community Development Program
Allocation Program Fair Housing Services Contract
PDG Proposal No. 08-2014-2032

Dear Ms. Preston:

Pursuant to the FY2015 CDBG Community Development Program RFQ/RFP, Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for execution. PDG proposes to provide professional planning services to assist Auglaize County with fair housing program services for the FY2015 Community Development Block Grant (CDBG) Community Development Allocation Program year (hereinafter referred to as the "project").

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

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

1. **Fair Housing Program.** Specified costs associated with the community's compliance with the Fair Housing Requirements as outlined in the CDBG Community Development Allocation Program Grant Agreement between the community and the Ohio Development Services Agency (ODSA), to include:
 - a. Coordination and preparation of appropriate documentation and performance of the required training sessions.
 - b. Coordination and preparation of appropriate documentation and performance of the required outreach activities.
 - c. Preparation of annual fair housing analysis update.
 - d. Assistance with fair housing complaint referral, processing, and coordination efforts with the appropriate regional office of the Ohio Civil Rights Commission, as needed.
 - e. Preparation of final report of fair housing efforts for grant year suitable for State Monitoring.



Ms. Erica Preston
April 10, 2015
Page 2

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

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges. PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified in the Grant Agreement for this fiscal year (September 1, 2015 through August 31, 2016).

This letter contract, with Exhibits A (1 page) and B (1 page), represents the entire agreement between PDG and the County in respect to the project and may be modified only by written agreement of both parties and may be terminated by either party upon seven (7) days written notice to the other party. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copy of this letter contract in the space provided below and return the original to PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the County in writing.

Any inquiries regarding the CDBG Community Development Allocation Program may be directed to Mr. Paul Z. Tecpanecatl, AICP, Principal Owner. Please do not hesitate to contact this office at 419-352-7537 if you have any questions. We look forward to working with you in the upcoming grant year.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

A handwritten signature in blue ink that reads "Paul Z. Tecpanecatl".

Paul Z. Tecpanecatl, AICP
Principal Owner

Attachments

Accepted this 23rd day of April, 2015 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: 
Douglas A. Spencer

Title: President, Auglaize County Board of Commissioners

EXHIBIT A

1. **OWNER'S RESPONSIBILITIES**

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to PLANNER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects.

2. **REIMBURSABLE EXPENSES**

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

3. **TERMINATION**

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

4. **SUCCESSORS AND ASSIGNS**

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

5. **LIMITATION OF LIABILITY CLAUSE**

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

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM SECURCOM, INC. TO INSTALL PAGING SPEAKERS AND CABLING AT THE COURTHOUSE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, SecurCom, Inc. has submitted a proposal of \$13,950.00 a new amplifier, cabling and paging speakers throughout the Courthouse building per the walk through print on 1-15-14 for the following scope of work to include material and/or labor:

- 3,100 16-2 shielded twisted pair wire – plenum;
- 48 Qty 2 ceiling mount speaker w/tile bridge & amp; backboxes w/volume control;
- 7 Quam Wall mount speaker w/volume control & amp; 25/70V trans – white;
- 9 Quam paging horn – 16 watt 25-70 volt;
- 1 Bogen Telephone Paging Amplifier – 250 Watt;
- 200 Blue Wire Nuts;
- 1 Misc Connectors and Hardware;
- 50 Threaded 1 ½” bridle rings;
- 50 ¼” beam clamps.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby approve the proposal from SecurCom, Inc. for \$13,950.00 to install cabling and paging speakers throughout the Courthouse; and,

BE IT FURTHER RESOLVED the Board of Commissioners of Auglaize County, Ohio does authorize the President of the Board, Douglas A. Spencer, to execute said proposal; and,

BE IT STILL FURTHER RESOLVED that said Board of Commissioners does authorize IT Manager, Cameron Ruppert, to proceed with the scheduling of the paging speakers and cabling project in the Courthouse per the above mentioned proposal.

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

Adopted this
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer *Yes*

Don Regula
Don Regula *Yes*

John N. Bergman
John N. Bergman *Yes*

cc: SecurCom, Inc.
- IT Manager – Cameron Ruppert
- Maintenance Supervisor – Rick Bice

IN THE MATTER OF RENEWING THE CELLULAR SERVICE CONTRACT WITH VERIZON WIRELESS AND AUTHORIZING THE PRESIDENT OF SAID BOARD TO EXECUTE SAID RENEWAL.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners believes it is advantageous for Auglaize County to enter into a Cellular Service Contract with Verizon Wireless for various departments; and,

WHEREAS, Auglaize County entered into an initial contract with Verizon Wireless in 2010; and,

WHEREAS, a renewal has been presented to the Board of County Commissioners by Verizon Wireless to provide said cellular service totaling 80 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P; and,

WHEREAS, the estimated monthly access fees for the 80 lines is \$3,000.00 for the term started from April 20, 2015 for 12 months through April 20, 2016; and

WHEREAS, the following departments are included in this contract: Auglaize County Sheriff Office, Neil Armstrong Airport, Auglaize Acres, Auglaize County EMA/HS, Auglaize County Department of Job & Family Services, Auglaize County Dog Warden and Auglaize County Board of County Commissioners Office; and,

WHEREAS, the monthly charges for each department will be the financial responsibility of that department to process for payment.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the cellular service contract as presented by Verizon Wireless for the 80 units as mentioned above; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the President to execute the renewal of the Cellular Service Contract between Auglaize County, Ohio and Verizon Wireless.

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

Adopted this
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Speneer
Douglas A. Speneer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

- cc: Verizon Wireless – Ray Doriot
- Sheriff
- Airport
- Auglaize Acres
- EMA
- Job & Family
- Dog Warden
- County Auditor – Kassondra Shappell

County Commissioners Office
Auglaize County, Ohio
April 23, 2015

NO. 15-185

IN THE MATTER OF FIXING DATE, TIME AND PLACE FOR FINAL HEARING ON ENGINEER'S REPORTS, ON ESTIMATED ASSESSMENTS, ON THE PROCEEDINGS FOR THE ADAMS DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on April 7, 2015, Auglaize County Engineer Doug Reinhart and Assistant Engineer Kevin Schnell met with the Board of County Commissioners, presenting the Engineer's reports, reviewing plans and assessments for the Adams Ditch Project which is located in Duchouquet Township; and,

WHEREAS, the Board approved the presentation; and,

WHEREAS, a request was made by Assistant Engineer Schnell that the Board set a date, time and place for the final hearing on said project.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby approve the proposed plans and assessment schedule for the Adams Ditch and does hereby set June 4, 2015 at 1:30 p.m. at the Assembly Room – 2nd Floor in the Administration Building, located at 209 S. Blackhoof Street, Wapakoneta, Ohio, for the final hearing on the Engineer's reports and estimated assessments for the Adams Ditch 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
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spender Yes
Douglas A. Spender

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: County Engineer

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A REPLACEMENT MAIN FILE SERVER FROM CDW-G AS REQUESTED BY INFORMATION TECHNOLOGY MANAGER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, Cameron Ruppert, County Information Technology Manager, met with the Board of County Commissioners expressing the need to obtain a replacement of the mail file server for the County computer system; and,

WHEREAS, Mr. Ruppert presented a quotation submitted by CDW-G to purchase a replacement server for the main file server at the total cost of \$11,233.72.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the purchase, from CDW-G of the replacement main file server as noted above at the total cost of \$11,233.72.

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

Adopted this
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula Yes
Don Regula

John N. Bergman Yes
John N. Bergman

✓ cc: IT Manager – Cameron Ruppert

IN THE MATTER OF ACCEPTING THE PETITION FOR AN ANNEXATION, AS A "REGULAR" ANNEXATION PROCEDURE, OF CERTAIN LAND (14.663 ACRES, MORE OR LESS) TO THE CITY OF WAPAKONETA, AS FILED BY KYLE J. BINKLEY AND BRAD J. CORE, NAMED AS AGENTS FOR PETITIONER H & B PARTNERSHIP: SETTING HEARING DATE AND TIME FOR ANNEXATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2015.

Commissioner Bargman moved the adoption of the following:

RESOLUTION

WHEREAS, a petition for the annexation of certain territory 14.663 acres, more or less, situated in the State of Ohio, County of Auglaize, Township of Duchouquet, contiguous to the City of Wapakoneta, was presented to the Clerk of the Board of Auglaize County Commissioners on April 22, 2015, having been filed by Kyle J. Binkley and Brad J. Core designated as Agents for petitioner, the H & B Partnership; praying that the following described territory be annexed to the City of Wapakoneta:

BEING 14.663 ACRES OWNED BY THE H & B PARTNERSHIP AS BEING A PART OF THE DUCHOUQUET RESERVE COMMONLY REFERRED TO AS LYING WITHIN THE CONFINES OF THE SOUTHWEST QUARTER OF SECTION 30 AND THE NORTHWEST QUARTER OF SECTION 31, TOWN 5 SOUTH, RANGE 6 EAST, DUCHOUQUET TOWNSHIP, AUGLAIZE COUNTY, OHIO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at an Existing Monument Box at the NE corner of the SE ¼ of Section 25, Town 5 South, Range 5 East, Moulton Township (Centerline of Ramga Road); thence N 00°-50'-24" E with the W Line of the SW ¼ of Section 30, Town 5 South, Range 6 East, Duchouquet Township (Centerline of Ramga Road), 6.78' to an existing Cotton Gin Spindle; thence S 89°-39'15" E with the N line of the SW ¼ of Section 30, 1,051.44' to an existing ½" Iron Pipe on the westerly line of a 41.5 acre parcel in the name of H&B Partnership (as referenced in OR 648, Page 496); thence S 00°-42'36" W with said westerly line, 1,445.81' to an existing ½" Iron Pipe; thence S 00°-51'-38" W continuing with said westerly line, 327.97' to an existing #5 Rebar at the POINT OF BEGINNING; thence the following courses:

thence, N 89°-56'-39" E, 773.40' to an Existing ½" Iron Pipe;

thence, S 00°-19'-05" W, 599.93' to a point in the center of the Auglaize River, passing a set #5 Rebar at 549.56' ;

thence, S 70°-13'-15" W with the centerline of the Auglaize River, 249.83' to a point and being referenced by a ½" Iron Pipe at N 36°-16'29" W, 46.23' ;

thence, S 42°-18'-04" W continuing with the centerline of the Auglaize River, 381.13' to a point;

thence, N 88°-44'-28" W, 294.03' to an existing ½" Iron Pipe, passing an existing ½" Iron Pipe at 33.55' ;

thence, N 01°-08'-40" E, 201.37' to an existing ½" Iron Pipe;

thence, N 00°-51'-58" E, 757.91' to the POINT OF BEGINNING, passing an existing ½" Iron Pipe at 67.88' .

The above described parcel contains 14.663 acres, more or less, subject to all easements, restrictions and regulations of record.

The system of bearings for this legal description is based on the Ohio State – Plane North Coordinate System. This legal description and accompanying plat represent an actual boundary survey completed under the direct supervision of Kyle J. Binkley, P.S. #8587 on December 26, 2014. All markers called for above are in place; and,

Resolution – continued
Annexation – 14.663 acres/ H&B Partnership
April 23, 2015

WHEREAS, said petition was signed by H&B Partnership, by Gary L. Binkley and Guy Hut, is the only property owner involved; and,

WHEREAS, the Clerk of the Board has caused the petition to be entered upon the record of the proceedings of the Board.

THEREFORE, BE IT RESOLVED that, pursuant to the Ohio Revised Code, Section 709.03, the Board of County Commissioners, Auglaize County, Ohio, does set June 23, 2015 at 10:00 a.m. in the Auglaize County Administration Building, Commissioners Chambers, 209 South Blackhoof Street, Wapakoneta, Ohio, as the date, time, and place to hold a public hearing on the annexation of aforementioned territory to the City of Wapakoneta; and,

BE IT FURTHER RESOLVED that the Board does order that the Agents for the petitioner be notified of the above set hearing date and that said Agent give notice of said hearing in accordance with the law.

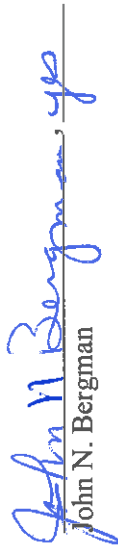
Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
23rd day of
April, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spence


Don Regula


John N. Bergman

cc: County Auditor
 County Engineer
 Duchouquet Township Trustees
 Kyle J. Binkley & Brad J. Core Agents
 City of Wapakoneta