

County Commissioners Office
Auglaize County, Ohio
February 25, 2016

NO. 16-085

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

Check #	Amount	Vendor
402299	\$ 566.00	Test America
402313	\$ 342.95	Hutchison Shell
402317	\$ 295.75	Perfection
402319	\$ 228.80	Crowne Plaza
402330	\$ 175.00	Clemans-Nelson & Assoc.
402332	\$ 6,650.00	Recovery Services of Northwest Ohio
402338	\$ 260.78	Menard's
402339	\$12,780.00	Shelby Co. Sheriff
402343	\$ 9,990.00	Mercer Co. Sheriff
402343	\$ 1,505.85	Mercer Co. Sheriff
402349	\$12,039.65	Garman Miller
402365	\$ 374.71	U.S. Bank
402370	\$10,385.00	Northwest Ohio Juv. Det
402378	\$21,988.83	Auglaize Co. Treasurer

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

Adopted this
25th day
February, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula yes

John N. Bergman
John N. Bergman yes

Douglas A. Spencer
Douglas A. Spencer Yes

/ cc: County Auditor

IN THE MATTER OF ENTERING INTO A LEASE BETWEEN WIOA OHIO AREA 8 AND THE AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS AND AUTHORIZING THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE SAID LEASE AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS the Board of Mercer County Commissioners has approved the Lease Agreement between Workforce Investment and Opportunity Act (WIOA) Ohio Area 8, a non-profit corporation organized under the laws of the State of Ohio, having its principal place of business at 220 W. Livingston Street, Room B272, Celina, OH, Mercer County, Ohio referred to as "Tenant" and Auglaize County referred to as "County"; and,

WHEREAS the parties agree as follows:

1. This Lease Agreement (this "Lease") is effective as of February 1, 2016 (the "Effective Date"), by and between Auglaize County by and through the Auglaize County Board of County Commissioners ("County") and WIOA Ohio Area 8 ("Tenant"); and,
2. County is the owner of land and improvements located at 13093 Infirmiry Road, Wapakoneta, Ohio 45895, more commonly known as Auglaize Acres ("Acres"); and,
3. County desires to lease a certain portion of Acres in exchange for payment that is based upon the expense of actual use and maintenance of the premises as determined by square footage and Tenant desires to occupy a certain portion of the Acres, more specifically identified as follows:
 - a. That certain office space located on the second floor of the Auglaize Acres Nursing Home including (i) the exclusive use of Room 252 with an approximate dimension of 14'2" x 12'10", (ii) the exclusive use of Room 253 with an approximate dimension of 14'6" x 16'1", (iii) a men's restroom, (iv) a women's restroom, and (v) the non-exclusive use of common area in the amount of 1,763 square feet, (items (i) thru (v) collectively measure approximately 2,189 square feet and are collectively described as the "Leased Premises").
4. Term. (i) County hereby agrees to lease the Leased Premises to TENANT, and TENANT hereby agrees to lease the Leased Premises from County, for a term beginning on the Effective Date and continuing until the date that is five months following the Effective Date (the "Initial Term"); (ii) following the Initial Term, TENANT may renew the Lease Agreement on a month to month basis. TENANT shall exercise such renewal option, if at all by giving written notice to County not less than thirty (30) days prior to the expiration of the Initial Term.
5. Payments – TENANT shall pay to County during the Initial Term payments in the amount of eight hundred seventy dollars and twenty-nine cents (\$870.29) per month. Each payment is due by the tenth (10th) day of each calendar month.
6. Use – TENANT shall use the Leased Premises for conducting its business and serving its clients' needs from 7:00 a.m. to 7:00 p.m. Monday through Friday ("Office Hours"). TENANT shall not maintain hours or conduct business outside of the Office Hours with the exception of board meetings which may occur outside of the Office Hours.
7. Utilities/Services (i) County shall pay all charges for water, sewer, gas electricity and utilities used by TENANT during the term of the Lease. (ii) TENANT shall be responsible for installing and maintaining its own telephone system, internet service and wireless usage and needs.
8. Termination – Either party may terminate this Lease at any time by giving thirty days written notice to the other party.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to hereby execute said Lease Agreement with WIOA Ohio Area 8 as mentioned above; and,

BE IT STILL FURTHER RESOLVED that a copy of this lease agreement become part of this resolution.

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

Adopted this
25th day of
February, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

LEASE AGREEMENT,

This Lease Agreement (this "*Lease*") is effective as of February 1, 2016 (the "*Effective Date*"), by and between Auglaize County by and through the Auglaize County Board of County Commissioners ("*County*") and WIOA Ohio Area 8 ("*Tenant*").

WHEREAS, County is the owner of land and improvements located at 13093 Infirmary Road, Wapakoneta, Ohio 45895, more commonly known as Auglaize Acres ("*Acres*").

WHEREAS, County desires to lease a certain portion of Acres in exchange for payment that is based upon the expense of actual use and maintenance of the premises as determined by square footage and Tenant desires to occupy a certain portion of the Acres, more specifically identified as follows:

That certain office space located on the second floor of the Auglaize Acres Nursing Home including (i) the exclusive use of Room 252 with an approximate dimension of 14'2''x 12'10'', (ii) the exclusive use Room 253 with an approximate dimension of 14'6'' x 16'1'', (iii) a men's restroom, (iv) a women's restroom, and (v) the non-exclusive use of common area in the amount of 1,763 square feet, (items (i) thru (v) collectively measure approximately 2,189 square feet and are collectively described as the "*Leased Premises*").

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed as follows:

1. Term.

a. County hereby agrees to lease the Leased Premises to TENANT, and TENANT hereby agrees to lease the Leased Premises from County, for a term beginning on the Effective Date and continuing until the date that is five months following the Effective Date (the "*Initial Term*").

b. Following the Initial Term, TENANT may renew the Lease Agreement on a month to month basis. TENANT shall exercise such renewal option, if at all, by giving written notice to County not less than thirty (30) days prior to the expiration of the Initial Term. The renewal term payment and provisions shall be set forth at the time of renewal, as agreed to at such time by the County and TENANT or otherwise upon the same terms, covenants, conditions and provisions as provided in this Lease Agreement.

2. Payments.

a. TENANT shall pay to County during the Initial Term payments in the amount of eight hundred seventy dollars and twenty-nine cents (\$870.29) per month. Each payment is

due by the tenth (10th) day of each calendar month. Payments are to be made to “Auglaize Acres” located at 13093 Infirmity Road, Wapakoneta, Ohio 45895 or at such other place designated by written notice from County to TENANT. The payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. At the discretion of County, TENANT may be required to pay to County a security deposit in the amount of one month’s payment.

3. Use.

- a. TENANT shall use the Leased Premises for conducting its business and serving its clients’ needs from 7:00 am to 7:00 pm Monday through Friday (“*Office Hours*”). TENANT shall not maintain hours or conduct business outside of the Office Hours with the exception of board meetings which may occur outside of the Office Hours.
- b. Notwithstanding the foregoing, TENANT shall not use the Leased Premises for the purpose of storing, manufacturing or selling any explosive, flammables or other inherently dangerous substance, chemical, item or device.

4. Sublease and Assignment.

TENANT shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without County’s consent, such consent may be withheld at the discretion of the County.

5. Repairs.

During the lease term, County shall make, at County’s expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, HVAC, plumbing and other parts of the Leased Premises damaged or worn through normal occupancy.

6. Alterations and Improvements.

TENANT shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by TENANT at the commencement of the Lease or placed or installed on the Leased Premises by TENANT thereafter, shall remain TENANT’s property free and clear of any claim by County. TENANT shall have the right to remove the same at any time

during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by TENANT at TENANT's expense.

7. Property Taxes.

County shall pay, or cause to be paid, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the lease term on the Leased Premises, and all personal property taxes with respect to County's personal property, if any, on the Leased Premises. TENANT shall be responsible for paying all personal property taxes with respect to TENANT's personal property at the Leased Premises.

8. Insurance.

a. If the Leased Premises is damaged by fire or other casualty resulting from any act of negligence or TENANT or any of TENANT's agents, employees or invitees, payments due under this Lease Agreement shall not be diminished or abated while such damages are under repair and TENANT shall be responsible for the costs of repair not covered by insurance.

b. County shall maintain fire and extended coverage insurance on the Leased Premises in such amount as County shall deem appropriate. TENANT shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

c. TENANT, at its own expense, shall maintain a policy of comprehensive general liability insurance with respect to the respective activities of the business conducted at the Leased Premises with the premiums thereon fully paid on or before the due date. Such insurance shall afford minimum protection of not less than one million dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on TENANT's policy of comprehensive general liability insurance. TENANT shall provide County with current Certificates of Insurance evidencing TENANT's compliance with this paragraph upon County's request.

9. Utilities/Services.

a. County shall pay all charges for water, sewer, gas, electricity and utilities used by TENANT during the term of this Lease.

b. TENANT shall be responsible for installing and maintaining its own telephone system, internet service and wireless usage and needs.

- c. County shall be responsible for snow and ice removal from the parking areas and sidewalks.
- d. As part of this Lease, County shall provide house-keeping services performed by a part-time housekeeper for the cleaning of the Leased Premises Monday through Friday as scheduled. County shall provide all cleaning supplies and general supplies (hand towels, toilet tissue and soap) used in the restroom included as part of the Leased Premises.

10. Entry.

County shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided County shall not thereby unreasonably interfere with TENANT's business on the Leased Premises.

11. Parking.

During the term of this Lease, TENANT shall have use of non-exclusive parking spaces located in the rear of the Acres.

12. Default.

If TENANT fails to make any payment required under the terms of this Lease, and if such payment shall continue to remain unpaid for fifteen (15) days after written notice of such default of payment is given to TENANT, or if TENANT breaches any other terms of this Lease and such default shall continue for thirty (30) days after notice of such breach in writing is given to TENANT, County may reenter the Leased Premises. County shall have, in addition to the right of reentry, any other rights or remedies available to County on account of any TENANT default, either in law or equity.. County shall use reasonable efforts to mitigate its damages.

13. Quiet Possession.

County covenants and agrees that upon performance by TENANT of its obligations hereunder, County will keep and maintain TENANT in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

14. Security Deposit.

If a security deposit is collected the following provisions shall apply. The security deposit shall be held by County without liability for interest as security for the performance by TENANT of

TENANT's covenants and obligations under this Lease, it being expressly understood that the security deposit, if any, shall not be considered an advance payment or a measure of County's damages in case of default by TENANT. Unless otherwise provided by mandatory non-waivable law or regulation, County may commingle the security deposit with County's other funds. County may from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrearages of payments due under this Lease Agreement or to satisfy any other covenant or obligation of TENANT hereunder. Following any such applicable of the security deposit, TENANT shall pay to County on demand the amount so applied in order to restore the security deposit to its original amount. If TENANT is not in default at the termination of this Lease, the balance of the security deposit, if any, remaining after such application shall be returned by County to TENANT. If County transfers its interest in the Acres during the term of this Lease, County may assign the security deposit to the transferee and thereafter shall have no further liability for the return of such security deposit.

15. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

<i>If to County</i>	<i>If to TENANT</i>
Auglaize County Commissioners 209 S. Blackhoof Street. Wapakoneta, OH 45895	WIOA Ohio Area 8 220 W. Livingston Street Celina, Ohio 45822

County and TENANT shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

16. Successors.

The provisions of this Lease shall extend to and be binding upon County and TENANT and their respective legal representatives, successors and assigns.

17. Termination.

Either party may terminate this Lease at any time by giving thirty days written notice to the other party.

18. Compliance with Laws.

TENANT shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to TENANT's use of the Leased Premises. County shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

19. Final Agreement.

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties.

20. Governing Law.

This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first set forth above.

Auglaize County Board of County Commissioners:

By: Don Regula
Name: Don Regula
Title: President, Auglaize County Board of Commissioners

WIOA Ohio Area 8:

By: Greg Homan
Name: Greg Homan, Chairman, Mercer County Board of Commissioners
Title: Fiscal Agent for WIOA Ohio Area 8

IN THE MATTER OF GRANTING AN ANNEXATION OF 1.537 ACRES, MORE OR LESS, TO THE VILLAGE OF MINSTER FROM JACKSON TOWNSHIP; PETITIONED BY JON J. AND JULIE M. WOEHRMAYER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on February 26, 2016, a petition for annexation of a total of 1.537 acres, more or less, was filed as an Expedited Type 1, with the Office of the Board of County Commissioners by Jon J. and Julie M. Woehrmyer; and,

WHEREAS, the requirements for the filing of said petition were all met, including:

- 1.) The petition meets all the requirements set forth in, and was filed in the manner provided, in the Ohio Revised Code Section 709.022.
- 2.) The persons who signed the petition represent 100% of the owners of the property; signatures having been obtained in the time frame required.
- 3.) An accurate legal description of the perimeter of the territory proposed to be annexed.
- 4.) An accurate map or plat of the territory.
- 5.) Named the party acting as agent for the petitioners.
- 6.) A list of all tracts, lots or parcels in the territory proposed to be annexed and all tracts, lots or parcels located adjacent to the territory to be annexed, listing the name of owner, mailing address and permanent parcel number from the County Auditor's system (ORC 319.28).
- 7.) An annexation agreement of the Village of Minster and Jackson Township as provided for in ORC 709.192.

and,

WHEREAS, the petitioner requested that the special procedure be used and waived their right to appeal any action taken by the Board of County Commissioners; and,

WHEREAS, the Board determined that this annexation is in order, meeting all criteria.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 1.537 acres, more or less, to the Village of Minster as petitioned Jon J. and Julie M. Woehrmyer by pursuant to ORC Section 709.022.

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

Adopted this
25th day of
February, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula yes

John N. Bergman
John N. Bergman yes

Douglas A. Spencer
Douglas A. Spencer yes

cc: County Auditor
 County Engineer
 Jon J. and Julie M. Woehrmyer
 Jackson Township Trustees
 Village of Minster

Petition for Annexation

RECEIVED

FEB 23 2016

Office of County Commissioners
Auglaize County, Ohio

To: Board of County Commissioners of Auglaize County, Ohio

The undersigned petitioner, Jon J. and Julie M. Woehrmyer (the "petitioner"), being the sole owner of certain real estate proposed for annexation consisting of 1.537 acres, more or less, (the "Territory") hereby petitions to annex the Territory to the Village of Minster, Auglaize County, Ohio (the "Village") and from the Township of Jackson, Auglaize County, Ohio (the "Township")

The Territory proposed for annexation is adjacent and contiguous with the Village of Minster and part of a permanent parcel numbered E1402300600.

An accurate legal description of the perimeter of the Territory proposed for annexation is attached to and made a part of this petition as Exhibit "B".

Please take notice that, simultaneously with the filing of this petition, Jon J. and Julie M. Woehrmyer, is also filing a list of all tracts, lots or parcels in the Territory proposed for annexation and all tracts, lots or parcels located adjacent to the Territory, as well as an Annexation Agreement between the Village and the Township as required by ORC 709.022 ⁰²² *JJW xJMW*

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONER. THERE ALSO IS NO APEAL FROM THE BOARD'S DECISION IN THE MATTER IN LAW OR EQUITY

Jon Woehrmyer
Jon Woehrmyer

Property Owner

11-10-2015
Date

Julie M Woehrmyer
Julie M Woehrmyer

Property Owner

11/10/2015
Date

Petition for Annexation

RECEIVED
FEB 23 2016
Board of County Commissioners
Auglaize County, Ohio

To: Board of County Commissioners of Auglaize County, Ohio


The undersigned petitioner, Jon J. and Julie M. Woehrmyer (the "petitioner"), being the sole owner of certain real estate proposed for annexation consisting of 1.537 acres, more or less, (the "Territory") hereby petitions to annex the Territory to the Village of Minster, Auglaize County, Ohio (the "Village") and from the Township of Jackson, Auglaize County, Ohio (the "Township")

The Territory proposed for annexation is adjacent and contiguous with the Village of Minster and part of a permanent parcel numbered E1402300600.

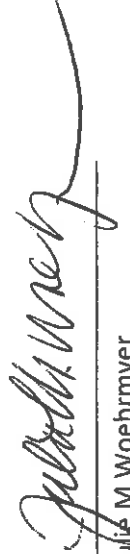
An accurate legal description of the perimeter of the Territory proposed for annexation is attached to and made a part of this petition as Exhibit "B".

Please take notice that, simultaneously with the filing of this petition, Jon J. and Julie M. Woehrmyer, is also filing a list of all tracts, lots or parcels in the Territory proposed for annexation and all tracts, lots or parcels located adjacent to the Territory, as well as an Annexation Agreement between the Village and the Township as required by ORC 709.002.

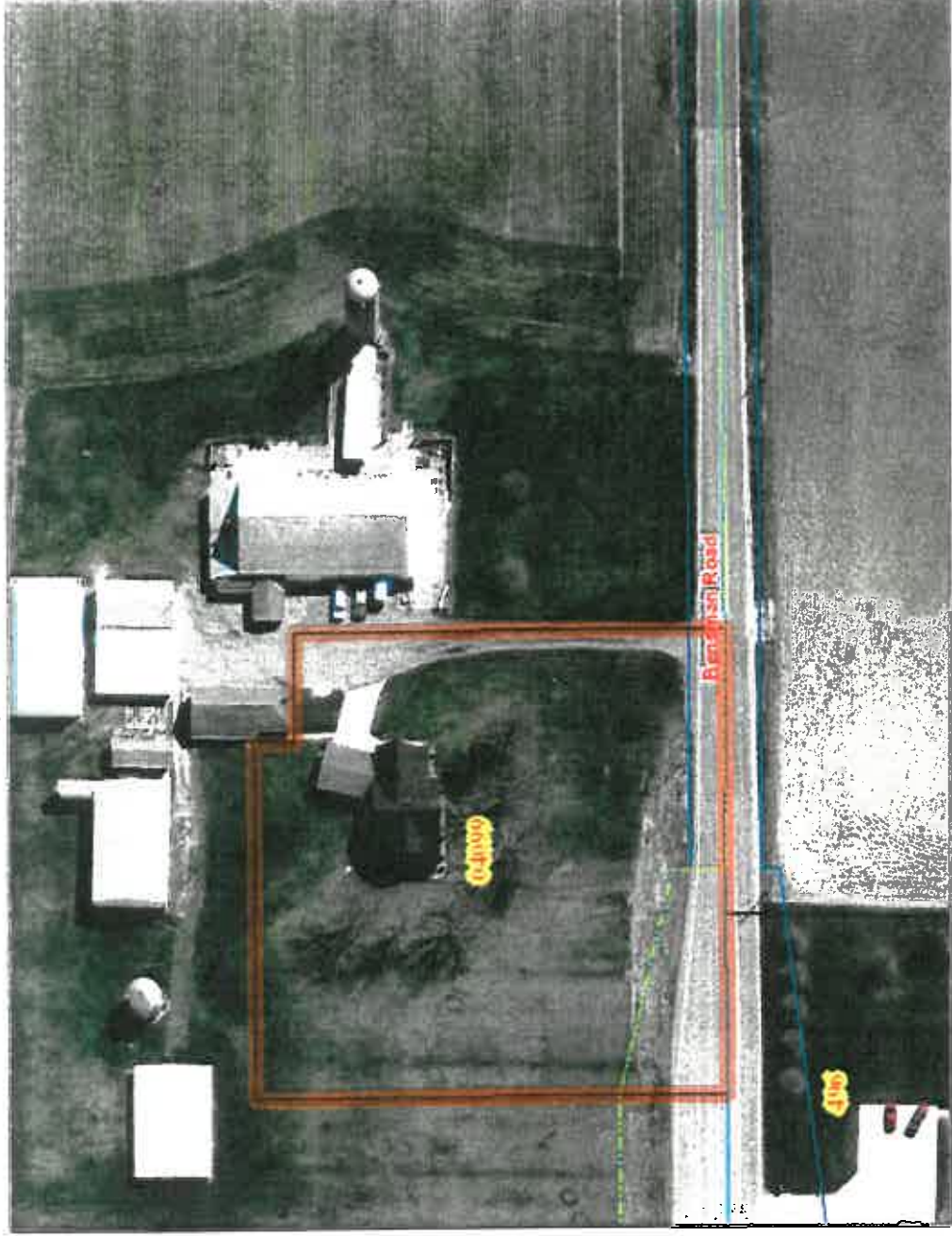
WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONER. THERE ALSO IS NO APEAL FROM THE BOARD'S DECISION IN THE MATTER IN LAW OR EQUITY


Jon Woehrmyer
Property Owner

11-10-2015
Date


Julie M. Woehrmyer
Property Owner

11/10/2015
Date



Parcel ID	E1402300600	Neighborhood	00100000
Record Link	Property Record Card	Notes	
CAMA Link	Auditor's Database	Survey	S-130
owner name	WOEHRMYER, JON J. & JULIE M. Flood Cert		
Parcel Address	04099 BENSMAN ROAD	Assessments	Ditch Maintenance Base
Legal Description	PT SPT S 1/2 SW	Mail Owner	WOEHRMYER JON J & JULIE M
Section-Town-Range	23-7-4	Address 1	4099 BENSMAN RD
Acres	1.537	Address 2	
Deed Reference	OR 654-81	Address 3	MINSTER OH 45865
Transfer Date	6-16-2015		

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale
1 inch = 100 feet
 9/11/2015

Exhibit A

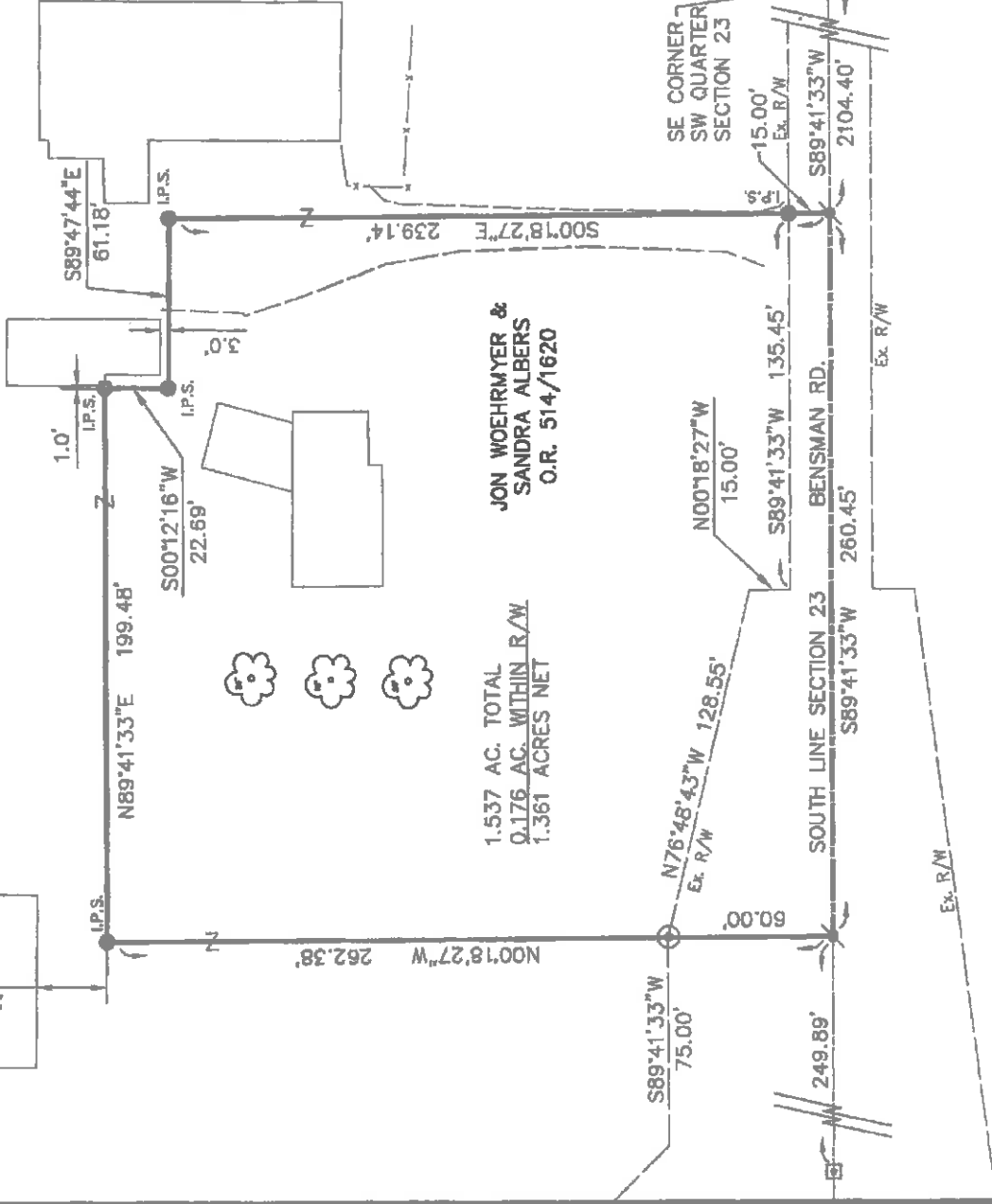
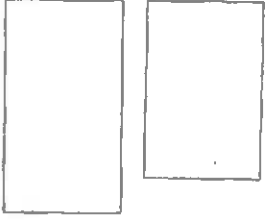
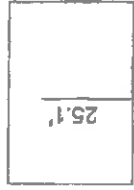
Accurate Map of Plat of the Territory Sought to be Annexed

WOEHRMYER SURVEY

SEC. 23, T 7 S, R 4 E,
JACKSON TWP., AUGLAIZE CO., OHIO



THE BEARINGS ARE BASED ON
NAD 83 CORRS 2011 ADJUSTMENT, OHIO
NORTH ZONE, ODOT VRS CORRS NETWORK



1.537 AC. TOTAL
0.176 AC. WITHIN R/W
1.361 ACRES NET

JON WOEHRMYER &
SANDRA ALBERS
O.R. 514/1620

LEGEND

- I.P.S. 5/8" X 30" REBAR
- W/CAP SET
- ⊗ MAG NAIL SET
- ⊙ CONCRETE MONUMENT FOUND
- ⊠ MONUMENT BOX W/IP FOUND



Wesley D. Goubeaux
WESLEY D. GOUBEAUX, P.S. #8254

5/19/2015
DATE

CHOICE
ONE
ENGINEERING

440 E. BROOKHURST ROAD
SHEPHERD, OHIO 43085
(615) 477-0220
720 W. JEFFERSON AVENUE
LITTLE ROCK, AR 72202
(501) 224-8554
www.choiceoneeng.com

CLIENT JON WOEHRMYER
COUNTY AUGLAIZE TWP. JACKSON Sec. No. 23
DRAWN BY WDG SCALE 1"=60' DRWG. No. AUGMIN1505
CHECKED BY AJB DATE 5-19-2015
SHEET 1 OF 1 (T 7 S; R 4 E)

Exhibit B

Accurate legal description of the perimeter of the Territory to be Annexed

LEGAL DESCRIPTION

BEING A PART OF A TRACT OF LAND OWNED BY JON WOEHMYER AND SANDRA ALBERS AS DESCRIBED IN OFFICIAL RECORD 514, PAGE 1620 OF THE AUGLAIZE COUNTY DEED RECORDS, SITUATE IN SECTION 23, TOWN 7 SOUTH, RANGE 4 EAST, JACKSON TOWNSHIP, AUGLAIZE COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing for reference at a monument box with iron pin found at the southeast corner of the southwest quarter of Section 23 and being on the centerline of Bensman Road;

thence, South $89^{\circ}-41'-33''$ West, 2104.40 feet, along the south line of said quarter section and the centerline of Bensman Road to a Mag nail set and being the principal place of being of the tract herein conveyed;

thence, South $89^{\circ}-41'-33''$ West, 260.45 feet, along the south line of said quarter section and the centerline of Bensman Road to a Mag nail set;

thence, North $00^{\circ}-18'-27''$ West, 262.38 feet, along a new division line to an iron pin with cap set, passing for reference a concrete monument found at 60.00 feet;

thence, North $89^{\circ}-41'-33''$ East, 199.48 feet, along a new division line to an iron pin with cap set;

thence, South $00^{\circ}-12'-16''$ West, 22.69 feet, along a new division line to an iron pin with cap set;

thence, South $89^{\circ}-47'-44''$ East, 61.18 feet, along a new division line to an iron pin with cap set;

thence, South $00^{\circ}-18'-27''$ East, 239.14 feet, along a new division line to the principal place of beginning, passing for reference an iron pin with cap set at 224.14 feet.

Containing 1.537 acres more or less with 0.176 acres more or less being within existing road right-of-way and all being subject to any legal highways and easements of record.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio North Zone, ODOT VRS CORS Network.

The above description was prepared by Wesley D. Goubeaux, Ohio Professional Surveyor Number 8254, based on a field survey performed under his direct supervision and dated May 19, 2015.



Parcel ID	owner name	Parcel Address	Legal Description	Mail Owner	Address 1	Address 2	Address 3
E1402300600	WOHRMYER, JON J. & JULIE M.	04099 BENSMAN ROAD	PT SPT S 1/2 SW	WOHRMYER JON J & JULIE M	4099 BENSMAN RD		MINSTER OH 45865
E1402300604	WOHRMYER, JON & ALBERS, SANDRA		SPT S 1/2 SW EX PT	<i>Jon Woehrmyer</i>	<i>4366 ST RT 66</i>		<i>Minster Ohio 45865</i>
E1526100100	BENSMAN, DOROTHY A. (TRUSTEE)		WPT NW NW EX PT	BENSMAN DOROTHY A	04530 BENSMAN RD		MINSTER OH 45865
E1526100102	SPIELES ENTERPRISES	496 MAIN STREET	PT WPT NW NW	SPIELES ENTERPRISES	P O BOX 112		MINSTER OH 45865

ANNEXATION AGREEMENT
(Expedited Type One Annexation)

This Agreement is entered into this 5th day of January of 2016, between the Village of Minster, Ohio (the "Village") and the Board of Township Trustees of Jackson Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, Jon J. and Julie M. Woehrmyer (the "Petitioners"), owner of the real estate in the territory hereinafter described (the "Property"), desire to annex the Property into the Village pursuant to the expedited process of annexation set forth in R.C. 709.021 and 709.022; and

WHEREAS, the Village and the Township, by Resolutions duly adopted by their legislative authorities, each have determined that it is in the best interest of all parties involved to enter into this Annexation Agreement (the "Agreement") as provided by R.C. 709.192.

NOW, THEREFORE, in consideration of the above recitals and in consideration of the mutual benefits and promises hereinafter contained, the parties agree as follows:

1. Village Consent and Agreement. The Village consents to the annexation of the Property into the Village and agrees to provide sanitation, police, fire, water and sewer services to the residents of the Property at the same cost and under the same policies and conditions that such services are provided to other residents of the Village.
2. Township Consent. The Township consents to the annexation of the Property into the Village.
3. The Property. The real property subject to this Agreement shall consist of 1.537 acres located in Jackson Township, Auglaize County, Ohio, as depicted on the map attached hereto as Exhibit A. A legal description of the Property is attached hereto as Exhibit B.
4. Tax Distribution. Following the annexation of the Property, the Township will continue to receive real estate tax revenues levied on the Property in accordance with the Ohio Revised Code.
5. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement. Such provisions shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.
6. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and the Township, their legal representatives, successors and assigns.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only through a writing duly executed by the Village/Township as authorized by R.C. § 709.192. All prior agreements between the parties, either written or oral are superseded by this Agreement.

IN WITNESS WHEREOF, the Village and Township have executed this Agreement.

VILLAGE OF MINSTER, OHIO

By: *Dennis Kitzmiller*
Dennis Kitzmiller, Mayor

Attest: *John Stechsulte*
John Stechsulte, Fiscal Officer

BOARD OF TOWNSHIP TRUSTEES
OF JACKSON TOWNSHIP, AUGLAIZE
COUNTY, OHIO

By: *James Albers*
James Albers, Trustee

By: *Ken Sommer*
Ken Sommer, Trustee

By: *Carl Albers*
Carl Albers, Trustee

APPROVED AS TO LEGAL FORM:

By: *James Hearn*
James Hearn
Solicitor, Village of Minster, Ohio

IN THE MATTER OF AUTHORIZING THE EXECUTION OF THE LOCAL PROGRAM ADMINISTRATION (LPA) GRANT AGREEMENT NO. 27584 WITH OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE COUNTY'S GLYNWOOD ROAD BRIDGE PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County has received a grant agreement no. 27584 from Local Program Administration (LPA) with ODOT, in the maximum amount of \$1,062,100.00 for the rehabilitation of the Glynwood Road bridge over the Auglaize River includes removal of existing prestressed box beams due to concrete deterioration. The existing piers and abutments will be modified to increase the width of the structure from 32' wide. New prestressed box beams be set, current standard guardrail installed and the bridge deck and approaches will be paved. No right of way be required to perform the work. This project is schedule for federal fiscal year 2021 which allows for a bid date of July 1, 2020; and,

WHEREAS, County Engineer Doug Reinhart has presented to the Board of County Commissioners a project grant agreement no. 27584 for this ODOT grant, requesting that the Board approve the agreement and authorize the execution of same.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby approve the project grant agreement no. 27584 between Auglaize County and Local Program Administration (LPA) with ODOT for a grant of \$1,062,100.0 to be used for the County's Glynwood Road Bridge Project; and,

BE IT FURTHER RESOLVED that said Board authorizes Commissioner Don Regula to execute the project grant agreement no. 27584 as presented.

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

Adopted this
25th day of
February, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula yes

John N. Bergman
John N. Bergman yes

Douglas A. Spencer
Douglas A. Spencer yes

cc: County Engineer
-LPA - ODOT (certified)
Auditor

IN THE MATTER OF AUTHORIZING THE EXECUTION OF THE LOCAL PROGRAM ADMINISTRATION (LPA) GRANT AGREEMENT NO. 27596 WITH OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE COUNTY'S RESURFACING OF COUNTY ROAD 25A PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County has received a grant agreement no. 27596 from Local Program Administration (LPA) with ODOT, in the maximum amount of \$1,921,840.00 for the resurfacing 8.65 miles of County Road 25A including joint repairs to the existing concrete base. This project is schedule for federal fiscal year 2020 which allows for a bid date of July 1, 2019; and,

WHEREAS, County Engineer Doug Reinhart has presented to the Board of County Commissioners a project grant agreement no. 27596 for this ODOT grant, requesting that the Board approve the agreement and authorize the execution of same.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby approve the project grant agreement no. 27596 between Auglaize County and Local Program Administration (LPA) with ODOT for a grant of \$1,921,840.00 to be used for the County's Resurfacing of County Road 25A Project; and,

BE IT FURTHER RESOLVED that said Board authorizes Commissioner Don Regula to execute the project grant agreement no. 27596 as presented.

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

Adopted this
25th day of
February, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: County Engineer
LPA – ODOT (certified)
Auditor

IN THE MATTER OF APPROVING THE INCREASE OF THE CONTRACT BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND SPECIALIZED ALTERNATIVES FOR FAMILIES AND YOUTH OF OHIO FOR PROFESSIONAL SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 25th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job and Family Services has the responsibility of contracting with various agencies for placement and related services for children who are in the care and custody of said Department , as well as, the protective services for dependent, neglected and abused children; and,

WHEREAS, on January 12, 2016, Resolution #16-019 a contract for said professional services, between the Auglaize County Department of Job and Family Services, a Title IV-E Agency, and Specialized Alternatives for Families and Youth of Ohio was provided to the Board of County Commissioners by the Job & Family Services Dept. with a request that the Board approve the contract with the term of contract being January 1, 2016 through December 31, 2016 at the maximum cost of \$73,000.00 for contracted services; and,

WHEREAS, due to the addition of a child being placed at SAFY, the contract needs to be increased by \$29,672.00 for a maximum cost of \$102,672.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the increase in the contract of \$29,672.00 between Auglaize County Department of Job and Family Services and Specialized Alternatives for Families and Youth of Ohio for the professional services to dependent, neglected and abused children in the custody and care of the Job & Family Services Dept.; and,

BE IT FURTHER RESOLVED that the Board does hereby ratify the execution of said increase in the cost of the contract by the Board of County Commissioners.

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

Adopted this
25th day of
February, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

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

IN THE MATTER OF AUTHORIZING THE SECUREMENT OF A NOTE FOR THE CULLITON COUNTY DITCH IMPROVEMENT FROM MINSTER BANK.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on February 11 2016, in Resolution #16-078 the Board of County Commissioners authorized the securement of interest costs for a note in the following amount for the balance of money needed to complete the following ditch improvement:

Culliton Ditch project\$ **165,692.38**; and,

WHEREAS, the following quotations were received for the above mentioned note:

- Minster Bank** **2.65%**
- First National Bank** **2.80%**
- Peoples Bank Company**..... **2.69%**; and,

WHEREAS, the quotations were shared with County Auditor Janet Schuler, for her review and recommendation with said recommendation being to award the ditch note to Minster Bank as said bank met the bid requirements for this project.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the securement of an eight year (16 semi-annual installments) note in the amount of \$165,692.38 at the rate of interest of 2.65% for the Culliton Ditch Project for the balance of money needed to complete the payment of the ditch project.

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

Adopted this
25th day of
February, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

✓
cc: County Engineer, County Auditor, Bidders ✓

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF (10) UPS UNITS FOR TECHNOLOGY ROOMS
FROM CDW-G AS REQUESTED BY INFORMATION TECHNOLOGY MANAGER.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of February, 2016.

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 ten (10) UPS units for the technology rooms for the County's computer system; and,

WHEREAS, Mr. Ruppert presented a quotation submitted by CDW-G to purchase ten (10) UPS units at the total cost of \$9,480.70.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the purchase, from CDW-G for the ten (10) UPS units as noted above at the total cost of \$9,480.70.

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

Adopted this
25th day of
February, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer ye
Douglas A. Spencer

cc: IT Manager – Cameron Ruppert