

IN THE MATTER OF AUTHORIZING THE COUNTY TREASURER TO PLACE 40% OF THE RECEIPTS OF THE COUNTY'S PERMISSIVE SALES AND USE TAX COLLECTED PER O.R.C. §5739.021 INTO THE COUNTY'S SOLID WASTE LAWSUIT REPAYMENT FUND AND 60% INTO THE COUNTY GENERAL FUND; AUTHORIZING 100% OF THE COUNTY'S PERMISSIVE SALES AND USE TAX COLLECTED PER O.R.C. §5739.026 INTO THE COUNTY GENERAL FUND.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has determined that a clarification is in order for the allocation of receipts from the County's Permissive Sales and Use Tax into the County's Solid Waste Lawsuit Repayment Fund and the County General Fund.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the County Treasurer to place forty percent (40%) of the receipts, collected per Ohio Revised Code (O.R.C.) § 5739.021, of Auglaize County's Permissive Sales and Use Tax into the County's Solid Waste Lawsuit Repayment Fund, and sixty percent (60%) of the receipts into the County General Fund, effective February 29, 2008, and continuing until such time that the Board adopts a Resolution altering this percentage; and,

BE IT FURTHER RESOLVED, that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the County Treasurer to continue to place one hundred percent (100%) of the receipts, collected per Ohio Revised Code (O.R.C.) § 5739.026, of Auglaize County's Permissive Sales and Use Tax into the County General Fund, which was effective June 1, 2006, and continuing until such time that the Board adopts a Resolution altering this percentage.

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

Adopted this
28th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, YES
Douglas A. Spencer

Ivo J. Kramer, YES
Ivo J. Kramer

cc: ✓ County Treasurer – April Bowersock
✓ County Auditor – Janet Schuler

**IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE A
SPECIAL SESSION OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of February, 2008 with the following members present:

John N. Bergman

Douglas A. Spencer

Ivo J. Kramer

Mr. Spencer moved the adoption of the following

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

WHEREAS, the Board must set a special session on the following date, time and location for the reason so given:

1. on March 5, 2008 from 8:00 a.m. until meeting is completed, the Board will meet for general purposes in the Administration Building Commissioners Chambers, and,

WHEREAS, the Board will be in special session until such time as the meeting, as noted above, is completed.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set the listing as named above, as the date, time and place to convene a special session; and,

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to The Evening Leader, The Wapakoneta Daily News, The Lima News and The Daily Standard to ensure adequate public notice of these special sessions.

Mr. Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 28th day
of February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Ivo J. Kramer, Yes
Ivo J. Kramer

cc: newspapers

IN THE MATTER OF AWARDING THE BID FOR THE VILLAGE OF WAYNESFIELD SOUTH WESTMINSTER STREET RECONSTRUCTION PROJECT TO ANDERZACK-PITZEN CONSTRUCTION; AUTHORIZING THE EXECUTION OF THE CONTRACT/AGREEMENT WITH ANDERZACK-PITZEN CONSTRUCTION FOR THE VILLAGE OF WAYNESFIELD SOUTH WESTMINSTER STREET RECONSTRUCTION USING F.Y. '07 CDBG FORMULA PROGRAM FUNDS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, on February 5, 2008, in Resolution #08-067, the Board of County Commissioners documented the receipt of bids for the Village of Waynesfield South Westminster Street Reconstruction which is being funded by the F.Y. '07 CDBG Formula Program; and,

WHEREAS, bids were given to Craig Mescher of Fanning/Howey, the engineering firm for this project, for review and comparison with a request from the Board of County Commissioners for a bid award recommendation; and,

WHEREAS, Engineer Mescher recommends the bid of Anderzack-Pitzen Construction be awarded as it is the lowest and best bid; same being a complete bid; and,

WHEREAS, a contract/agreement between the Board of County Commissioners and Anderzack-Pitzen Construction for said project has been presented to the Board by Engineer Mescher with a request that the Board approve and execute said contract/agreement.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby award the bid for the F.Y. '07 CDBG Formula Program project of the Village of Waynesfield South Westminster Street Reconstruction to Anderzack-Pitzen Construction at the cost of \$682,782.80; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does approve and authorize the contract/agreement between said Board of County Commissioners and Anderzack-Pitzen Construction for above mentioned FY 07 CDBG Formula Program project; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of said Board, John N. Bergman, to execute the contract with Anderzack-Pitzen Construction for the South Westminster Street Construction as approved above.

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

Adopted this
28th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman
Douglas A. Spencer yes
Douglas A. Spencer
Ivo J. Kramer yes
Ivo J. Kramer

cc: ✓ Poggemeyer Design Group – Dianne Guenther
✓ Craig Mescher – Fanning/Howey
✓ Asst. Clerk of the Board

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between Auglaize County Commissioners

(hereinafter called OWNER and Anderzack Pitzen Construction

_____)
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

South Westminster Street Reconstruction

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

South Westminster Street Reconstruction

ARTICLE – 3 ENGINEER

3.01 The Project has been designed by

Fanning/Howey Civil Engineering Division

Who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestone, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

Bidder understands that the Contract will be awarded on or before March 4, 2008. Bidder further understands that work for the Contract shall be substantially completed by September 1, 2008.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNERS \$ 300 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 300 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01. A

- A. For all Unit Price Work, and amount equal to the sum of the established unit price for each separately identified item of Unit price Work times the estimated quantity of that item as indicated in this paragraph 5.01. A:

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payment; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.
 - a. Partial payments to the Contractor for labor performed shall be paid at the rate of ninety-two percent (92%) of the estimates prepared by the Contractor and approved by the Engineer. Labor performed after the project is fifty percent (50%) completed shall be paid at the rate of one hundred percent (100%) of the estimates submitted by the Contractor and approved by the Engineer. There shall be paid to the Contractor a sum at the rate of ninety-two percent (92%) of the invoice cost, not to exceed the bid price of material delivered on the site of the Work, or in the vicinity of the Work, or other approved storage site. The balance of such invoiced value shall be paid when such material is incorporated into and becomes a part of such building, construction, addition, improvements, alteration, or installation.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 NOT APPLICABLE

ARTICLE 8 – CONTRACTOR'S REPRESENTATION

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consists of the following:
 - 1. This Agreement (pages 1 to 6 inclusive);
 - 2. Specifications as listed in the table of contents of the Project Manual, which include;
 - a. General & Supplementary Conditions
 - 3. Drawings consisting of a cover sheet and sheets numbered cover through SD1.7, inclusive, with each sheet bearing the following general title: SOUTH WESTMINSTER STREET RECONSTRUCTION ;
 - 4. The following shall have been submitted to the Owner on the Effective Date of the Agreement and are not attached hereto;
 - a. Performance & Payment Bond
 - 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto;
 - a. Notice to Proceed
 - b. Written Amendments;
 - c. Change Order(s)

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

- A. The contractor shall pay all those working on this project a prevailing rate of wage as determined by Davis-Bacon Wage Rates

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Auglaize County Commissioners

Anderzack Pitzen Construction

By: John N. Bergman
President

By: _____
Owner

Attest: Bill Clark
Bill Clark

Attest: _____

Address for giving notices:

Address for giving notices:

~~Board of County Commissioners~~
Auglaize County
209 S. Blackhoof St - Room 201
Wapakoneta, OH 45395

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

DOCUMENT 00513
NOTICE OF AWARD

Dated _____

TO: Anderzack Pitzen Construction
(BIDDER)

424 East Main Street, Metamora, Ohio 43540
(Address)

CONTRACTOR FOR:

You are notified that your Bid dated February 5, 2008 for the above Contract has been considered. You are the apparent Successful BIDDER and have been awarded a Contract for: the South Westminster Street Reconstruction

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is Six Hundred Eighty Two Thousand Seven Hundred Eighty Two Dollars and Eighty Cents Dollars (\$682,782.80).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. No sets of the Drawings will be delivered separately or otherwise made available to you immediately.

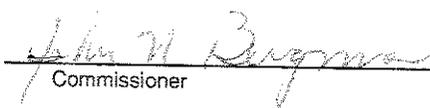
You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____

1. You must deliver to the OWNER three(3) fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature on page A-8.
2. You must deliver with the executed Contract Documents the Contract Security (Bond) as specified in the Instructions to Bidders (ARTICLE 20), General Conditions (paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contact Documents.

Auglaize County Commissioners

By: 
Commissioner

John N. Bergman, President
(President)
Board of Auglaize County
Commissioners

Acceptance of Notice:

Receipt of the above Notice of Award/Notice to Proceed is hereby acknowledged by (company) _____ on this ____ day of _____ 2008.

By: _____
(Authorized Signature)

(Title)

Date: JANUARY 24, 2008

In the: THE MERCER COUNTY COMMISSIONERS AUTHORIZING THE
matter of: PURCHASE OF LABOR AND MATERIAL FOR THE HERBICIDAL
SPRAYING OF MILE CREEK DITCH AND LORAMIE CREEK DITCH
PER SEALED BIDS

The Board of County Commissioners of Mercer County, Ohio met in regular session on the 24th day of January, 2008, at the Office of the Mercer County Commissioners with the following members present: Mr. Jerry Laffin and Mr. John E. Bruns; Mr. Bob Nuding was absent. Also, present was Kim Everman, Clerk / Adm. of the Board.

Mr. Bruns moved the adoption of the following:

RESOLUTION # 08-116

WHEREAS, on January 17, 2008, according to Resolution # 08-90 page 97-437 Commissioners Journal # 97, the Board of County Commissioners of Mercer County received sealed bids for the herbicidal spraying of the Mile Creek Ditch and The Loramie Creek Ditch; and

WHEREAS, sealed bids were received from the following:

- | | |
|---|--------------------|
| 1) <i>The Townsend Corporation, 101 S. Main St., Parker City IN 47368</i> | \$14,316.08 |
| 2) <i>The Daltons, Inc., P.O. Box 1274, Warsaw, IN 46581-1274</i> | \$11,242.44 |
| 3) <i>Right-of-Way Management, P.O. Box 540, Auburn, IN 46706</i> | \$11,242.44 |

WHEREAS, Engineer Jim Wiechart has reviewed said bids and found the bids submitted by The Daltons, Inc. and Right-Of-Way Management to be the same. Based on material unit price and possible adjustments for the years 2009 and 2010, the bid submitted by The Daltons Inc. is more favorable on material cost; and

WHEREAS, it is the recommendation of Engineer Weichart to accept the bid submitted by The Daltons, Inc. for a total quoted cost of Eleven Thousand Two Hundred Forty-Two and 44/100 (\$11,242.44) dollars; and

WHEREAS, this will be a 3-year contract. An annual renewal of the contract for the years of 2009 and 2010 will be granted to The Daltons, Inc assuming the conditions in the bid specifications are met; Now therefore be it

RESOLVED, that the Board of County Commissioners of Mercer County, Ohio does hereby approve the bid submitted by The Daltons Inc. for the Herbicidal Spraying of Mile Creek Ditch and Loramie Creek Ditch.

Mr. Laffin seconded the resolution and the roll being called upon its adoption the vote resulted as follows: Mr. Laffin, Yea; Mr. Bruns, Yea; Mr. Nuding, Absent;

ATTEST:


Clerk / Adm. of the Board

cc: Engineer
Auglaize County Commissioners
Shelby County Commissioners
Darke County Commissioners

DITCH CONTRACT

Rev. Code Sec. 6131.41

In the Matter of the Herbicidal Spraying of Mile Creek and Loramie Creek}

THIS AGREEMENT, made and entered into on this 19 day of February, 2008, by and between the Mile Creek Joint Board of County Commissioners, and hereinafter designated as "First Party"; and The Daltons, Inc., P.O. Box 1274, Warsaw, IN 46581-1274, hereinafter designated as "Second Party".

WITNESSETH, THAT THE "SECOND PARTY", for and in consideration of the sum of Eleven Thousand Two Hundred Forty-two 44/100 Dollars to be paid as hereinafter specified, hereby agrees to furnish unto the "First Party" all the necessary materials, and do all the work and labor required for herbicidal spraying of Loramie Creek and Mile Creek open ditches in accordance with plans, drawings and specifications for the same hereto attached; which plans, drawings and specifications are hereby declared to be a part of this contract.

The "Second Party" further agrees to furnish the materials and to do the work and labor promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in charge, without hindrance or delay to any other branch or class of work on the herbicidal spraying of Loramie and Mile Creek, and to work in harmony with and to render such assistance to other branches of work as connection therewith and the progress of said work may require. The whole to be completed to the satisfaction and acceptance of the "First Party" on or before the 15th day of June, 2008, 2009, and 2010 of each year.

AND THE "FIRST PARTY", for and in consideration of the true and faithful performance of the work and labor and furnishings of the materials as aforesaid, hereby agrees to pay unto the "Second Party" the sum of Eleven Thousand Two Hundred Forty-two 44/100 Dollars, in installments from time to time, upon the certificate of acceptance of the County Engineer in charge and as provided by law.

It is mutually agreed that no extra work or materials shall be charged for except in accordance with the provisions of Sec. 6131.48 of the Revised Code of Ohio.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals and have executed this agreement in quintuplicate.

Signed in quintuplicate in presence of

**CONTRACTOR
"Second Party"**

By: 

Printed Name: LEX DALTON

Title: PRESIDENT

Date: 2-19-08

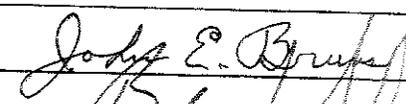
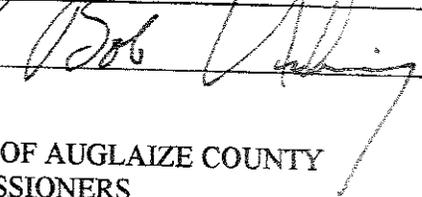
**MILE CREEK JOINT BOARD OF COUNTY COMMISSIONERS
"First Party"**

BOARD OF MERCER COUNTY COMMISSIONERS

Attest:



Dated: 2-26-08

BOARD OF AUGLAIZE COUNTY COMMISSIONERS

Attest:



Dated: Feb 28, 2008





BOARD OF DARKE COUNTY COMMISSIONERS

Attest:

Dated: _____

BOARD OF SHELBY COUNTY COMMISSIONERS

Attest:

Dated: _____

IN THE MATTER OF COMMISSIONERS' FINDING AFFIRMING FORMER ORDER, CONFIRMING THE ASSESSMENTS, AND ORDERING THE LETTING OF THE CONTRACTS FOR SIMMS RUN SINGLE COUNTY DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 28th day of February, 2008 with the following members present:

John N. Bergman Douglas A. Spencer Ivo J. Kramer

Mr. Kramer made the motion to adopt of the following:

RESOLUTION

WHEREAS, on February 21, 2008 the Board of County Commissioners held the final hearing for the Simms Run Single County Ditch project on the Reports and Schedules of the County Engineer, on the estimated assessments, on claims for compensation or damages and on the proceedings for the improvement, and on application filed for change of route or change in the nature, kind and extent of the work proposed to be done; and,

WHEREAS, said Board finds that due and legal notice of this final hearing has been given as required by law; and,

WHEREAS, said Board has heard all the evidence offered in the proceedings and received and considered all the schedules and reports filed by the County Engineer; and,

WHEREAS, at the time the assessment process was reviewed and assessments were discussed, landowners present were in favor of the project, with said landowners requesting that sixteen (16) semi-annual payment financing should be sought for the note for the balance of moneys needed to complete payment of project after the thirty day assessment payment period has passed.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby rule in favor of this improvement as in its former order; and,

BE IT STILL FURTHER RESOLVED that said Board does approve the maps, profiles, plans, schedules, and reports prepared and presented by the County Engineer at the final hearing; and,

BE IT STILL FURTHER RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby set March 27, 2008, at 9:00 a.m. as the date and time to receive and publicly open bids in the Commissioners Chambers for the construction of this project; and,

BE IT FURTHER RESOLVED that the completion date for this project is September 30, 2008; and,

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the necessary legal steps to cause the above set bid opening.

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

Adopted this
28th day of
February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Ivo J. Kramer, YES
Ivo J. Kramer

cc: County Engineer

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DO AN EXPENSE
ADJUSTMENT ENTRY FROM THE CONTINGENCIES FUND.**

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 28th day of February, 2008 with the following members present:

John N. Bergman

Douglas A. Spencer

Ivo J. Kramer

Mr. Kramer moved the adoption of the following:

RESOLUTION

WHEREAS, County Auditor Janet Schuler has requested an expense adjustment entry of \$50,476.80 be made from the Contingencies fund to pay the Workers Compensation billing for Auglaize Acres; and,

WHEREAS, County Auditor Schuler states that said expense adjustment entry will be reversed on March 3rd, 2008.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the County Auditor to make the above requested expense adjustment entry in the amount of \$ 50,476.80.

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

Adopted this 28th day
Of February, 2008

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

Ivo J. Kramer YES
Ivo J. Kramer

Cc: County Auditor