

IN THE MATTER OF COMMISSIONERS' FINDING AFFIRMING FORMER ORDER, CONFIRMING THE ASSESSMENTS, AND ORDERING THE LETTING OF THE CONTRACTS FOR EVANS #2 DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 15th day of November, 2012.

Commissioner Bergman made the motion to adopt of the following:

RESOLUTION

WHEREAS, on November 13, 2012 the Board of County Commissioners held the final hearing for the Evans #2 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 December 20, 2012 at 11:00 a.m. as the date and time to receive and publicly open bids in the Commissioner's Chambers, Administration Building, 209 S. Blackhoof Street – Room 201, Wapakoneta, Ohio for the construction of this project; and,

BE IT FURTHER RESOLVED that the completion date for this project is December 1, 2013; 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.

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

Adopted this
15th day of
November, 2012

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman
John N. Bergman

cc: County Engineer

IN THE MATTER OF AUTHORIZING EXPENSES FOR STAFF MEMBERS OF THE GRAND LAKE TASK FORCE TO ATTEND A TRAINING MEETING IN MOHICAN CONFERENCE CENTER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2012.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners was informed by Sheriff Allen F. Solomon that two members of the Grand Lake Task Force, will be attending a Commanders meeting and training seminar which will be held at the Mohican Conference Center on December 3 – 5, 2012; and,

WHEREAS, the total travel expense which was requested to be authorized is \$506.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above requested travel expense and does order bills to be paid upon proper presentation providing all is in accordance with the County Travel Policy.

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

Adopted this
15th day of
November, 2012

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: Sheriff Allen F. Solomon

County Commissioners Office
Auglaize County, Ohio
November 15, 2012

No. 12-482

IN THE MATTER OF DECLARING RESOLUTIONS # 12-352 and #12-380 NULL AND VOID AS REQUESTED BY THE COUNTY ADMINISTRATOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2012.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on August 21, 2012, in Resolution #12-352, the Board of County Commissioners authorized the execution of a subrecipient agreement with the City of St. Wapakoneta and on September 6, 2012, in Resolution #12-380 authorized the execution of a subrecipient agreement with the City of St. Marys for the Moving Ohio Forward Demolition grant Program; and,

WHEREAS, the County Administrator has informed the Board of County Commissioners that this resolutions was incorrect and should be declared null and void.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby, at the request and direction of the County Administrator, declare the following Resolution null and void: **Resolution #12-352 matter of authorizing the execution of a subrecipient agreement with the City of Wapakoneta for the Moving Ohio Forward Demolition Grant Program and #12-380 matter of authorizing the execution of a subrecipient agreement with the City of St. Marys for the Moving Ohio Forward Demolition Grant Program.**

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

Adopted this
13th day of
November, 2012

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: ✓ City of Wapakoneta
- ✓ City of St. Marys
- ✓ Poggemeyer Design Group – Paul Tecpanecatl

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT WITH THE CITY OF WAPAKONETA FOR THE MOVING OHIO FORWARD DEMOLITION GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2012.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, on behalf of the City of Wapakoneta, the Board of County Commissioners made application and was awarded funding in the amount of \$215,777.00 through the Ohio Attorney General's Office pursuant to the Moving Ohio Forward Demolition Program; and,

WHEREAS, the Demolition Board met on November 7, 2012 and recommended to the Auglaize County Commissioners that each city would receive \$40,000.00 in a subrecipient agreement with the stipulation to return unused funds and/or request more funds if the unused by the rest of Auglaize County; and,

WHEREAS, it is necessary for the Board and the City to enter into a subrecipient agreement for this grant program whereby the City assumes administrative and regulatory obligations for the City's demolition projects; and,

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the execution of the subrecipient agreement with the City of Wapakoneta in the amount of \$40,000.00 and with the stipulation to return unused funds and/or request more funds if the unused by the rest of Auglaize County for the Attorney General's Moving Ohio Forward Demolition Grant Program; and,

BE IT FURTHER RESOLVED that an executed copy of the agreement be hereto attached and thus become a part of this Resolution.

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

Adopted this
15th day of
November, 2012

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Y
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc/ City of Wapakoneta
Poggemeyer Design Group, Inc.

**MOVING OHIO FORWARD DEMOLITION PROGRAM
SUBRECIPIENT AGREEMENT BETWEEN
[Lead Entity]
AND
[Subrecipient]**

THIS AGREEMENT is made effective as of November 15, 2012 by and between Auglaize County ("Lead Entity") and City of Wapakoneta ("Subrecipient") to undertake residential demolition projects ("Projects") as defined herein pursuant to the Moving Ohio Forward Demolition Program ("Program") as approved by the Ohio Attorney General's Office ("AGO").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, has applied for and has been awarded funds from the AGO; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF WORK.

- A. Activities. Subrecipient shall conduct all Projects in compliance and consistent with the Program Guidelines, Lead Entity Application, and Agreement between the AGO and the Lead Entity, incorporated by reference herein and available at the Lead Entity's Office.
- B. Project. Demolition Funds may be used for the sole and express purpose of undertaking and completing residential Projects as described in the Scope of Work attached hereto as Exhibit A.

II. SCOPE OF SERVICES.

- A. General Administration. Subrecipient will be responsible for the general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and the AGO.
- B. Levels of Accomplishment – Goals and Performance Measures. Pursuant to the Program Guidelines, Subrecipient shall be responsible for completing the Projects and reporting such measures as units demolished and waste removal efforts undertaken as . Subrecipient shall also include time frames for performance to the Lead Entity as requested.
- C. Staffing. Subrecipient shall ensure adequate and appropriate staffing is allocated to each Project. Subrecipient shall at all times remain an independent contractor with

respect to the services to be performed under this Agreement. Neither Subrecipient nor its personnel shall at any time, or for any purpose, be considered as agents, servants or employees of the AGO or the State of Ohio.

D. Performance Monitoring. Lead Entity will monitor the performance of each Subrecipient. Subrecipient shall provide Lead Entity all necessary reporting information as required by the AGO for reimbursement and in the administration and review of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on ~~November 15~~, 2012 and end on or before December 31, 2013 ("Project Period"), unless otherwise agreed to between the Lead Entity and the AGO in writing. All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program Funds.

IV. PAYMENT

Lead Entity shall obligate Program Funds in an amount not to exceed \$ ~~40,000.00~~ for the sole and express purpose of undertaking the Projects described herein. It is expressly agreed and understood that the total amount to be paid by the Lead Entity to the Subrecipient under this Agreement shall not exceed the amount set forth in this paragraph.

Payment of Program Funds to Subrecipient shall be made upon the timely submission to Lead Entity of a Reimbursement/Disbursement Request Report, attached hereto as Exhibit B. Lead Entity reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

Program Funds shall be used solely for the stated purposes set forth in the Program Guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate. Any income resulting from the performance of Subrecipient's obligations under this Agreement shall remain with Subrecipient. If the Program Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or are not expended, the amounts improperly expended or not expended shall be returned within thirty (30) days after the expiration or termination of this Agreement. Lead Entity shall require completed Projects before payment is made to Subrecipient.

All costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement/disbursement is sought, or substantiating any matching funds requirement, shall be fully documented.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

SUBRECIPIENT:

Name: _____

Title: _____

Telephone: _____

E-mail: _____

LEAD ENTITY:

Name: Douglas A. Spence

Title: BOCC President

Telephone: 419-738-6710

E-mail: Commissioners@auglaizecounty.org

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. Subrecipient shall submit to Lead Entity the reports as required by the Program Guidelines.

B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, all of its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment. Subrecipient shall permit Lead Entity to audit, examine and make copies or transcripts from such records.

VII. GENERAL CONDITIONS

A. Adherence to State and Federal Laws, Regulations

(1) General. Subrecipient agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement and in expending any Program Funds. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- (2) Ethics. Recipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Recipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (4) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- (5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.
- (6) Non-Assistance to Terrorist Organization. If the potential compensation to Subrecipient under this Agreement exceeds \$100,000.00, Subrecipient hereby represents and warrants that it has not provided any material assistance, as that term is defined in R.C. 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization," available at <http://homelandsecurity.ohio.gov/dma/dma.asp>. Subrecipient further represents and

warrants that it has provided or will provide such document to the Lead Entity prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Lead Entity any funds paid under this Agreement.

- (7) Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.
- (8) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.
- B. Subcontracts. Subrecipient shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Lead Entity to terms inconsistent with, or at variance from, this Agreement.
- C. Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.
- D. Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- E. Source and Availability of Funds. Subrecipient acknowledges that the source of the Program Funds is a court approved consumer settlement agreement. Lead Entity shall have no obligation to advance or pay Subrecipient with any funds other than the funds Lead Entity receives from the AGO.
- F. Termination Procedure
- (1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:
- (a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.
- (b) Failure of Subrecipient to submit complete and accurate reports.

(c) Failure of Subrecipient to use the Program Funds for the stated purposes in this Agreement.

(2) Effects of Termination. Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(3) Forebearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.

C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

D. Private Property. No action shall be taken to impose a conservation easement on a property on which Program Funds are used.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT:

Address: _____

By: _____

Name: _____

Title: _____

LEAD ENTITY:

Address: 209 S Blackhawk St, Rm 201
Wapakoneta, OH 45885

By: Douglas A. Spencer

Name: Douglas A. Spencer

Title: BACC President

Date: _____

Date: November 15, 2012

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT WITH THE CITY OF ST. MARYS FOR THE MOVING OHIO FORWARD DEMOLITION GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2012.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, on behalf of the City of St. Marys, the Board of County Commissioners made application and was awarded funding in the amount of \$215,777.00 through the Ohio Attorney General's Office pursuant to the Moving Ohio Forward Demolition Program; and,

WHEREAS, the Demolition Board met on November 7, 2012 and recommended to the Auglaize County Commissioners that each city would receive \$40,000.00 in a subrecipient agreement with the stipulation to return unused funds and/or request more funds if the unused by the rest of Auglaize County; and,

WHEREAS, it is necessary for the Board and the City to enter into a subrecipient agreement for this grant program whereby the City assumes administrative and regulatory obligations for the City's demolition projects; and,

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the execution of the subrecipient agreement with the City of St. Marys in the amount of \$40,000.00 and with the stipulation to return unused funds and/or request more funds if the unused by the rest of Auglaize County for the Attorney General's Moving Ohio Forward Demolition Grant Program; and,

BE IT FURTHER RESOLVED that an executed copy of the agreement be hereto attached and thus become a part of this Resolution.

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

Adopted this
15th day of
November, 2012

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. City of St. Marys
~~Wapakoneta~~
Poggemeyer Design Group, Inc.

**MOVING OHIO FORWARD DEMOLITION PROGRAM
SUBRECIPIENT AGREEMENT BETWEEN
[Lead Entity]
AND
[Subrecipient]**

THIS AGREEMENT is made effective as of November 15, 2012 by and between Auchlice County ("Lead Entity") and City of St. Marys ("Subrecipient") to undertake residential demolition projects ("Projects") as defined herein pursuant to the Moving Ohio Forward Demolition Program ("Program") as approved by the Ohio Attorney General's Office ("AGO").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, has applied for and has been awarded funds from the AGO; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF WORK.

A. Activities. Subrecipient shall conduct all Projects in compliance and consistent with the Program Guidelines, Lead Entity Application, and Agreement between the AGO and the Lead Entity, incorporated by reference herein and available at the Lead Entity's Office.

B. Project. Demolition Funds may be used for the sole and express purpose of undertaking and completing residential Projects as described in the Scope of Work attached hereto as Exhibit A.

II. SCOPE OF SERVICES.

A. General Administration. Subrecipient will be responsible for the general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and the AGO.

B. Levels of Accomplishment – Goals and Performance Measures. Pursuant to the Program Guidelines, Subrecipient shall be responsible for completing the Projects and reporting such measures as units demolished and waste removal efforts undertaken as . Subrecipient shall also include time frames for performance to the Lead Entity as requested.

C. Staffing. Subrecipient shall ensure adequate and appropriate staffing is allocated to each Project. Subrecipient shall at all times remain an independent contractor with

respect to the services to be performed under this Agreement. Neither Subrecipient nor its personnel shall at any time, or for any purpose, be considered as agents, servants or employees of the AGO or the State of Ohio.

D. Performance Monitoring. Lead Entity will monitor the performance of each Subrecipient. Subrecipient shall provide Lead Entity all necessary reporting information as required by the AGO for reimbursement and in the administration and review of the Program. Substandard performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on November 15, 2012 and end on or before December 31, 2013 ("Project Period"), unless otherwise agreed to between the Lead Entity and the AGO in writing. All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program Funds.

IV. PAYMENT

Lead Entity shall obligate Program Funds in an amount not to exceed \$ 40,000.00 for the sole and express purpose of undertaking the Projects described herein. It is expressly agreed and understood that the total amount to be paid by the Lead Entity to the Subrecipient under this Agreement shall not exceed the amount set forth in this paragraph.

Payment of Program Funds to Subrecipient shall be made upon the timely submission to Lead Entity of a Reimbursement/Disbursement Request Report, attached hereto as Exhibit B. Lead Entity reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

Program Funds shall be used solely for the stated purposes set forth in the Program Guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate. Any income resulting from the performance of Subrecipient's obligations under this Agreement shall remain with Subrecipient. If the Program Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or are not expended, the amounts improperly expended or not expended shall be returned within thirty (30) days after the expiration or termination of this Agreement. Lead Entity shall require completed Projects before payment is made to Subrecipient.

All costs incurred by Subrecipient in the performance of its duties under this Agreement for which reimbursement/disbursement is sought, or substantiating any matching funds requirement, shall be fully documented.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

SUBRECIPIENT:

Name: _____

Title: _____

Telephone: _____

E-mail: _____

LEAD ENTITY:

Name: Douglas A. Spencer

Title: BOCC President

Telephone: 419-739-6710

E-mail: Commissioners@auglaizecounty.org

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements. Subrecipient shall submit to Lead Entity the reports as required by the Program Guidelines.

B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, all of its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment. Subrecipient shall permit Lead Entity to audit, examine and make copies or transcripts from such records.

VII. GENERAL CONDITIONS

A. Adherence to State and Federal Laws, Regulations

(1) General. Subrecipient agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement and in expending any Program Funds. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- (2) Ethics. Recipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Recipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (4) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- (5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement. Subrecipient further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.
- (6) Non-Assistance to Terrorist Organization. If the potential compensation to Subrecipient under this Agreement exceeds \$100,000.00, Subrecipient hereby represents and warrants that it has not provided any material assistance, as that term is defined in R.C. 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization," available at <http://homelandsecurity.ohio.gov/dma/dma.asp>. Subrecipient further represents and

warrants that it has provided or will provide such document to the Lead Entity prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Lead Entity any funds paid under this Agreement.

- (7) Campaign Contribution Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.
- (8) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.
 - B. Subcontracts. Subrecipient shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Lead Entity to terms inconsistent with, or at variance from, this Agreement.
 - C. Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.
 - D. Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
 - E. Source and Availability of Funds. Subrecipient acknowledges that the source of the Program Funds is a court approved consumer settlement agreement. Lead Entity shall have no obligation to advance or pay Subrecipient with any funds other than the funds Lead Entity receives from the AGO.
 - F. Termination Procedure
 - (1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:
 - (a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - (b) Failure of Subrecipient to submit complete and accurate reports.

(c) Failure of Subrecipient to use the Program Funds for the stated purposes in this Agreement.

(2) Effects of Termination. Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(3) Forebearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

VIII. MISCELLANEOUS

A. Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.

C. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

D. Private Property. No action shall be taken to impose a conservation easement on a property on which Program Funds are used.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT:

LEAD ENTITY:

Address: _____

Address: 209 S. Blackhawk St., Rm 201
Wapakoneta, OH 45895

By: _____

By: Douglas A. Spencer

Name: _____

Name: Douglas A. Spencer

Title: _____

Title: Boce President

Date: _____

Date: November 15, 2012

**IN THE MATTER OF APPROVING A CONTRACTOR'S FINAL PAY REQUEST FROM
TUMBUSCH CONSTRUCTION, INC FOR VILLAGE OF BUCKLAND MAIN STREET CURB
AND SIDEWALK IMPROVEMENTS, A FY 2011 CDBG FORMULA PROGRAM PROJECT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2012.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on May 15, 2012, Resolution #12-198, the Board of County Commissioners awarded the bid for the F.Y. 2011 CDBG Formula Program project of the Village of Buckland Main Street Curb and Sidewalk Improvements to Tumbusch Construction, Inc. at the cost of \$196,886.71; and,

WHEREAS, the Board of County Commissioners has now been presented with a Contractor's Final Pay Request in the amount of \$9,200.00 plus the interest earned on the retainage account from Tumbusch Construction, Inc. through Choice One Engineering Firm.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Final Pay Request of \$9,200.00 plus interest earned and does authorize execution by the President of the Board of County Commissioners for said Contractor's Final Pay Request from Tumbusch Construction, Inc., through Choice One Engineering.

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

Adopted this
15th day of
November, 2012

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: Poggemeyer Design Group – Dianne Guenther
Choice One Engineering – Andrew Shuman
Tumbusch Construction Inc.
Village of Buckland

IN THE MATTER OF APPROVING AND ACCEPTING QUOTE FOR THE CONSTRUCTION OF A SPLIT RAIL FENCE AT THE TITLE OFFICE WITH SMITH'S INSTA-SHADE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2012.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, the Maintenance Supervisor, Rick Bice, received a quote to construct a fence at the Title from Smith's Insta-shade; and,

WHEREAS, the Board is hereby approving the construction of 150 feet split rail fence to be completed at the Title Office at a cost of \$1,010.00 for material and labor.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby accept and approve the quote from Smith Insta-Shade in the amount of \$1,010.00 and authorizes Maintenance Supervisor, Rick Bice, to acquire necessary permit and any easements required.

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

Adopted this
15th day of
November, 2012

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , Yes
Douglas A. Spencer

Don Regula , yes
Don Regula

John N. Bergman
John N. Bergman

- cc: Smith's Insta-Shade
- ✓ Maintenance Supervisor – Rick Bice

IN THE MATTER OF GRANTING THE DETACHMENT OF 2.161 ACRES± FROM THE VILLAGE OF WAYNESFIELD AS PETITIONED BY DENNIS K. AND CAROL A. DAWSON AND FILED BY AGENT, WILLIAM ZIMMERMAN.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 15th day of November, 2012.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on October 5, 2012, William Zimmerman, Agent, filed with the Clerk of the County Commissioners a petition for the detachment, from the Village of Waynesfield to Wayne Township of 2.161 acres, more or less, which is entirely owned by the Dennis K. and Carol A. Dawson; and,

WHEREAS, pursuant to Ohio Revised Code (ORC) Section 709.38, said petition met all requirements for detachment including:

- 1. Petition for detachment from Dennis K. and Carol A. Dawson with the agent of William Zimmerman with the territory described in the petition was authorized to be detached.
- 2. An accurate legal description was included of the perimeter of the territory proposed to be detached.
- 3. An accurate map or plat of the territory proposed to be detached was included.
- 4. An ordinance from the Village of Waynesfield, Ohio consenting to the Transfer of Territory from the Village of Waynesfield to Wayne Township.

WHEREAS, the Prosecuting Attorney Ed Pierce verified that the petitioners were the majority of the freehold electors owning land in any portion of the territory subject to the petition located within the municipal corporation; and,

WHEREAS, Auglaize County Auditor submitted a letter to the Board determining the apportionment of indebtedness that is a result of the Petition for Detachment of Lands from Waynesfield Village that is before you. County Auditor Schuler's letter advises she has looked at the Village Appropriations and discussed this issue with Judith Quinlan, the Fiscal Officer of Waynesfield Village. Auditor Schuler concluded as follows:

- 1. the indebtedness of the Village is comprised of Enterprise funds that are paid by residents of the Village in the form of utility payments; and,
- 2. there are no property tax levies that are used to pay debt of the Village; and,
- 3. here is no debt to be apportioned Wayne Township as a result of the current detachment under consideration by you; and,

WHEREAS, pursuant to Ohio Revised Code Section 709.38, the petition, map, Village of Waynesfield's ordinance, and this resolution, and the certification of the County Auditor, shall be recorded in the plat book in the office of the County Recorder, and as soon as such record is made the proceedings shall be complete.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby grant the detachment of 2.161 acres, more or less, from the Village of Waynesfield to Wayne Township as petitioned by Dennis K. and Carol A. Dawson.

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

Adopted this
15th day of
November, 2012

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: ✓ County Engineer
- ✓ County Auditor
- ✓ Village of Waynesfield
- ✓ Wayne Township Trustees
- ✓ William Zimmerman, Agent

CERTIFICATION

The undersigned, as Clerk of the Board of County Commissioners of Auglaize County, Ohio, does hereby certify that the foregoing is a transcript of all orders of said Board, signed by a majority of the Board, the petition, map, and all other papers on file relating to the proceedings of the 2.161 acres, more or less, detachment from the Village of Waynesfield to Wayne Township petitioned by Dennis K. and Carol A. Dawson and filed by William Zimmerman, named as Agent.

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

Dated: _____

RECEIVED
OCT 15 2012

Instrument Book Page
201200007137 OR 623 2691

SELL, HEGEMANN &
ZIMMERMAN Co., L.P.A.
ATTORNEYS AT LAW

TIMOTHY S. SELL
HEATH H. HEGEMANN
WILLIAM R. ZIMMERMAN, JR.
DAVID M. TREADWAY
BREANN M. ZICKAFOOSE

October 12, 2012

Board of Commissioners of
Auglaize County, Ohio
209 South Blackhoof Street
Room 201
Wapakoneta, OH 45895

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OCT 15 2012

Board of County Commissioners
Auglaize County, Ohio

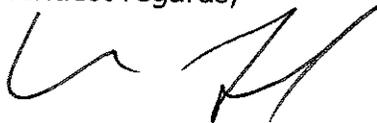
**Re: Dennis K. Dawson & Carol A. Dawson
Petition for Detachment of 2.161 Acres**

Dear Sir or Madam:

Enclosed for your review is a Petition for Detachment of 2.161 Acres from the Village of Waynesfield to Wayne Township pursuant to Ohio Revised Code Section 709.38.

Should you have any questions or need any additional information, please feel free to contact our office. We look forward to a response to the enclosed Petition at your earliest convenience.

Kindest regards,



William R. Zimmerman, Jr.

WRZ:mmb
Enclosure

108 E. POPLAR STREET
SIDNEY, OHIO
45365
PH. 937-492-9191
FAX 937-492-6957
attorneys@shz-law.com

**PETITION FOR DETACHMENT OF 2.161 ACRES FROM THE VILLAGE OF
WAYNESFIELD TO WAYNE TOWNSHIP (O.R.C. 709.38)**

To: Board of Commissioners of Auglaize County, Ohio
209 South Blackhoof Street
Room 201
Wapakoneta, OH 45895

RECEIVED

OCT 15 2012

Board of County Commissioners
Auglaize County, Ohio

The undersigned, being all of the owners of real estate located at 400 Wapakoneta Street, Waynesfield, Ohio, 45896, and described in Exhibit "A" attached hereto, such real estate consisting of 2.161 acres in the Village of Waynesfield, Auglaize County, Ohio, do hereby respectfully petition the Board of Auglaize County Commissioners to cause such territory to be detached to Wayne Township under the authority of Section 709.38 of the Ohio Revised Code.

Further attached to this Petition and made a part hereof is an accurate map of the area to be detached.

The undersigned Petitioners do hereby designate Attorney William R. Zimmerman, Jr., as their agent. Attorney Zimmerman's office is located at 108 East Poplar Street, Sidney, Ohio, 45365, phone number 937-492-9191; fax number 937-492-6957; email address zimm@shz-law.com.

Dated this 5th day of October, 2012.



Dennis K. Dawson



Carol A. Dawson

EXHIBIT A

Description of 400 Wapakoneta Street, Waynesfield, OH 45896

Situated in the Village of Waynesfield, County of Auglaize and State of Ohio, to-wit:

Being a parcel of land situated in the Village of Waynesfield, Auglaize County, Ohio in the NE ¼ of Section 20, T5S, R8E, and being part of the R. Geren lands, (OR67, P. 938) more particularly described as follows:

Beginning at a PK nail set on the north line of Section 20 and the centerline of State Route 67, this point being 1801.42 feet west of a railroad spike found for the NE corner of Section 20, this point also being the NW corner of the D. Dawson 4.10 acres tract (v. 244, p. 743);

(1) Thence S 00°35'45"W, along the Dawson west line and west line extended for 582.08 feet, passing iron pins found at 30.00 feet and 580.01 feet;

(2) Thence S 88°41'35"W, for 161.98 feet to a ½" iron pin set;

(3) Thence N 00°44'00"E for 585.79 feet to a PK nail set on the centerline of S.R. 67 and the north line of Section 20, passing at 555.79 feet to a 1/2" iron pin set;

(4) Thence East, along said centerline and north line for 160.50 feet to the POINT OF BEGINNING.

Containing in all 2.161 acres of land, subject however, to all legal easements and rights-of-way.

NOTE: This drawing and description prepared from an actual field survey. All bearings refer to the centerline of S.R. 67 and the north line of Section 20 as being West.

Parcel No. N42-02000903.

RECEIVED

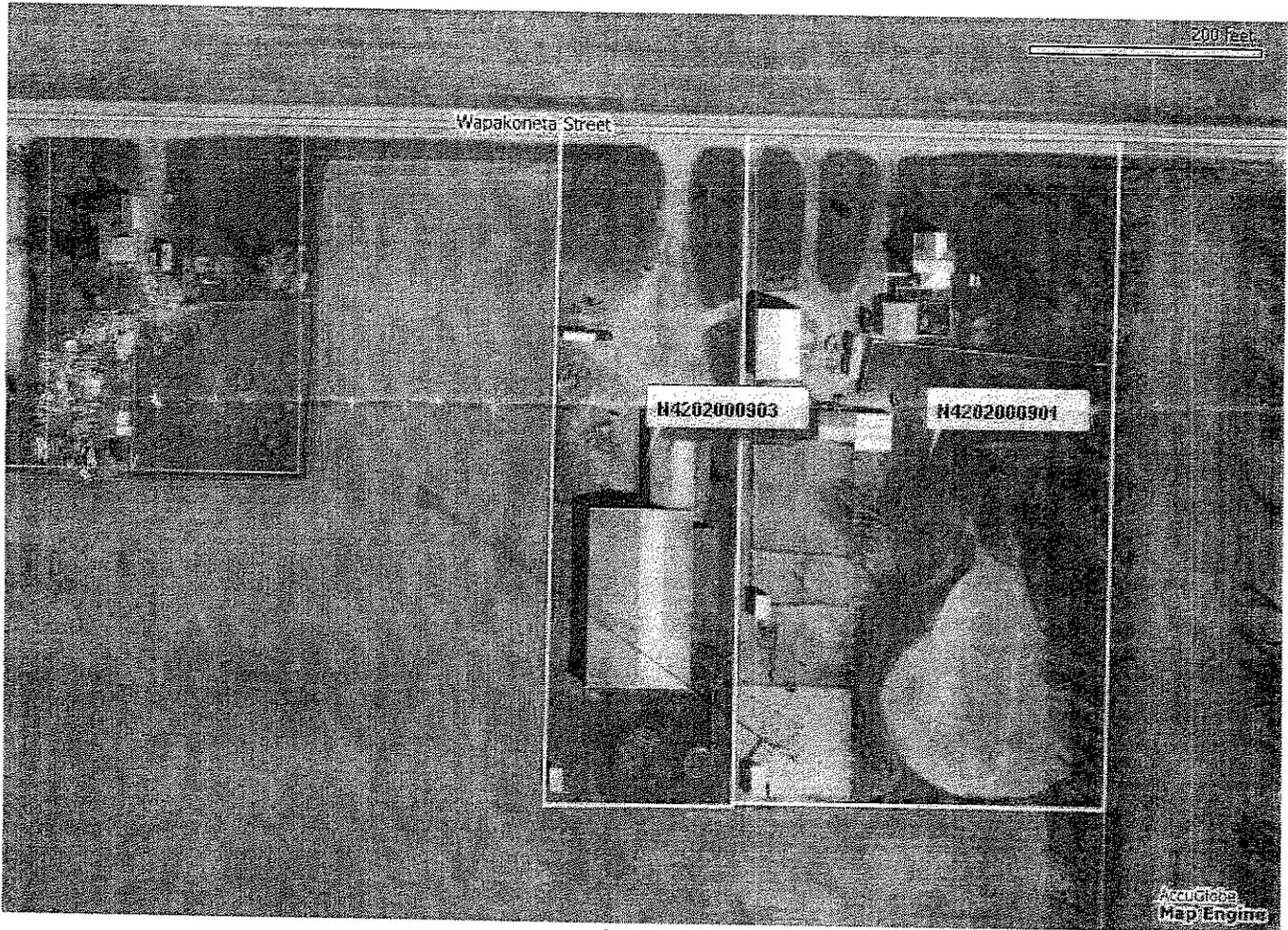
OCT 15 2012

Board of County Commissioners
Auglaize County, Ohio

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Instrument Book Page
201200007137 OR 623 2694

Auglaize County GIS



Notes

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OCT 18 2012

Board of County Commissioners
Auglaize County, Ohio

RECEIVED

12-9-2012

ORDINANCE NO. 12-9-2

Board of County Commissioners
Auglaize County, Ohio

AN ORDINANCE TO CONSENT TO THE TRANSFER OF TERRITORY IN THE VILLAGE OF WAYNESFIELD TO WAYNE TOWNSHIP AND TO DECLARE AN EMERGENCY

WHEREAS, Dennis K. Dawson and Carol A. Dawson have petitioned to the Village of Waynesfield to pass an ordinance that would permit a detachment of a certain parcel of real estate owned by Dennis K. Dawson and Carol A. Dawson, as described in Exhibit "A" attached hereto, from the Village of Waynesfield to Wayne Township; and

WHEREAS, the transfer of the territory described in Exhibit "A" from the Village of Waynesfield to Wayne Township is outlined in Section 709.38 of the Ohio Revised Code; and

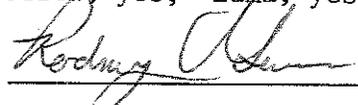
WHEREAS, said territory described in Exhibit "A" is not inhabited by any voters, except for applicants;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WAYNESFIELD, STATE OF OHIO, THAT:

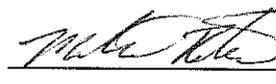
SECTION 1. This Council hereby consents to the transfer of the territory described in Exhibit "A" from the Village of Waynesfield to Wayne Township.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

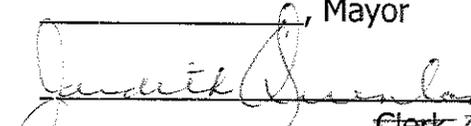
VOTE: Libby, yes; Kaufman, yes; Jerew, yes; Luma, yes; Motter, yes; Traucht, yes



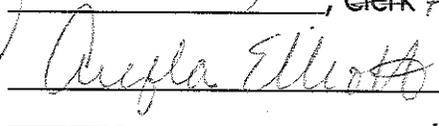
President of Council



Mayor



Clerk Fiscal Officer



Director of Law

Attest:

I certify that this Ordinance is correct as to form.

Passed: September 24, 2012
Effective: September 24, 2012

EXHIBIT A

Board of County Commissioners
Auglaize County, Ohio

Description of 400 Wapakoneta Street, Waynesfield, OH 45896

Situated in the Village of Waynesfield, County of Auglaize and State of Ohio, to-wit:

Being a parcel of land situated in the Village of Waynesfield, Auglaize County, Ohio in the NE ¼ of Section 20, T5S, R8E, and being part of the R. Geren lands, (OR67, P. 938) more particularly described as follows:

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- (4) Thence East, along said centerline and north line for 160.50 feet to the POINT OF BEGINNING.

Containing in all 2.161 acres of land, subject however, to all legal easements and rights-of-way.

NOTE: This drawing and description prepared from an actual field survey. All bearings refer to the centerline of S.R. 67 and the north line of Section 20 as being West.

Parcel No. N42-02000903.

Auditor of Auglaize County
Janet Schuler
209 S Blackhoof St Suite 102
Wapakoneta, Ohio 45895
419 739-6705

201200007137
Filed for Record in
AUGLAIZE COUNTY, OHIO
CHRISTINA LAMBERT, RECORDER
11-16-2012 At 08:03 am.
COUNTY NISC .00
OR Book 623 Page 2690 - 2697

Auglaize County Board of Commissioners
Auglaize Acres
Wapakoneta, OH 45895

201200007137
COUNTY COMMISSIONERS
BOX

Gentlemen,

You have asked me to determine the apportionment of indebtedness that is a result of the Detachment of Lands from Waynesfield Village that is before you. I have looked at the Village Appropriations and discussed this issue with Judith Quinlan, the Fiscal Officer of Waynesfield Village. The indebtedness of the Village is comprised of Enterprise funds that are paid by residents of the Village in the form of utility payments. There are no property tax levies that are used to pay debt in the Village. Therefore I would apportion no debt to Wayne Township as a result of the current detachment under consideration by you.

Please contact me with questions.

Yours truly,



Janet Schuler
Auglaize County Auditor