

**IN THE MATTER OF APPROVING REVISIONS TO THE AUGLAIZE COUNTY FAIR GROUNDS EMERGENCY PLAN GUIDE AND PROCEDURES AS PRESENTED BY THE COUNTY OFFICE OF HOMELAND SECURITY & EMERGENCY MANAGEMENT; AUTHORIZING THE EXECUTION OF SAID REVISIONS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of August, 2009.

Commissioner Bergman moved the adoption of the following:  
**RESOLUTION**

**WHEREAS**, Auglaize County has had, in force, an Auglaize County Fair Grounds Emergency Plan – Guide and Procedures for the purpose and intent of providing for safety and a more effective response in the event of a major emergency during Fair Week and other times when large numbers of the population assemble at the Auglaize County Fairgrounds, or in the event of other disasters; and,

**WHEREAS**, revisions to the current Plan have been presented to the Board by the Auglaize County Office of Homeland Security & Emergency Management; and,

**WHEREAS**, the Board has been asked to approve said revisions and execute same.

**THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the revisions to the Auglaize County Fair Grounds Emergency Plan – Guide and Procedures as presented by the Auglaize County Office of Homeland Security & Emergency Management; and,

**BE IT FURTHER RESOLVED** that said Board does ratify the execution of said Plan Revisions.

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

Adopted this  
4th day of  
August, 2009

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: Troy Anderson – Director,  
Auglaize County HS&EMA

**IN THE MATTER OF APPROVING, ADOPTING AND AUTHORIZING AMENDMENT TO THE PERSONNEL HANDBOOK FOR THE EMPLOYEES OF THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of August, 2009.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners adopted and implemented a personnel handbook setting forth the wages, hours of work and terms and conditions of employment for the employees within the Auglaize County Department of Job and Family Services; and,

**WHEREAS**, Michael S. Morrow, Director of said department has presented an amendment to said adopted handbook, requesting that the Board approve, adopt and authorize the following amendment to be added to the "Wages" section:

**Now reads:**

**"Employees who are demoted to a lower classification shall be paid at the lower of the following: the highest rate paid to an employee in the lower classification at the time of demotion or four (4%) percent less that their current rate".**

**Amendment to read:**

**"Employees who are demoted to a lower classification shall receive a reduction in pay to the rate recommended by the Director and approve by the Board of County Commissioners."**

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the amendment, as mentioned above, to the personnel handbook for the Auglaize County Department of Job and Family Services; adopting said amendment as recommended by Director Michael Morrow; same being effective as of August 1, 2009.

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

Adopted this  
4th day of  
August, 2009

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 Department of Job & Family Services -  
Michael Morrow

**IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR AUGUST.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 4th day of August, 2009.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to pay the county's mandated share of Public Assistance for June.

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make the following payment:

**From: 001-0905-533400 – Public Assistance Grant**  
**Amount: \$ 8,663.42**  
**To: 006-0400-400101 – Public Assistance**

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

Adopted this 4th day  
of August, 2009

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 Auditor  
✓ Jobs & Family Services

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of August, 2009.

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:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
330090	1200.00	Treasurer of State
330124	1162.50	Chalk Landscape
330135	449.62	Thomas R. Freytag, MD
330173	1981.52	Key Supply, Inc.
330176	33816.31	Concept Rehab, Inc.
330180	1188.04	Poggemeyer Design Group, Inc.

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

Adopted this  
4th day of  
August, 2009

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 Auditor

**IN THE MATTER OF ACCEPTING THE SETTLEMENT AGREEMENT, AS IT PERTAINS TO THE APPEAL ON THE FREEMAN DITCH PROJECT, BETWEEN LEWIS H. MANCI AND SARAH K. HAUENSTEIN AKA SARAH K. MANCI HAUENSTEIN AKA SARA K. MANCI AND THE BOARD OF COUNTY COMMISSIONERS OF AUGLAIZE COUNTY, OHIO AND DOUGLAS REINHART, AUGLAIZE COUNTY ENGINEER; AUTHORIZING THE EXECUTION OF SAID AGREEMENT.**

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The Board of Auglaize County Commissioners met in regular session on the 4th day of August, 2009.

Commissioner Bergman moved the adoption of the following  
**RESOLUTION**

**WHEREAS**, on January 20, 2009, in the office of the Auglaize County Clerk of Courts, a Notice of Appeal and Statement and the Bond were filed in the matter of the Appeal of the Freeman Single County Ditch petitioned by James Freeman and others; and,

**WHEREAS**, said Appeal of the Freeman Single County Ditch Petition, Auglaize County Court of Common Pleas, Case No. 2009 CV 0016, was filed by Lewis H. Mancini and Sarah K. Hauenstein aka Sarah K. Mancini Hauenstein aka Sarah K. Mancini through their counsel Michael A. Rumer and Victoria U. Maisch; and,

**WHEREAS**, the parties involved now wish to settle and have agreed to settle and compromise all matters involved in disputes and differences, including the Appeal and any and all other existing or potential claims that Mancinis have existing prior to and through this date relating to, arising out of, or otherwise pertaining to the Freeman Ditch; and

**WHEREAS**, a "Settlement Agreement" between Lewis H. Mancini and Sarah K. Hauenstein aka Sarah K. Mancini Hauenstein aka Sarah K. Mancini and the Board of County Commissioners, Auglaize County, Ohio and Douglas Reinhart, Auglaize County Engineer has been drafted, reviewed and approved by all parties involved; and,

**WHEREAS**, said "Settlement Agreement" has been executed by Lewis H. Mancini, Sarah K. Hauenstein, Douglas P. Reinhart, P.E., P.S. and has now been presented to the Board of County Commissioners for its execution.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the "Settlement Agreement" as presented for the Appeal of the Freeman Single County Ditch Petition, Auglaize County Court of Common Pleas, Case No. 2009 CV 0016, and,

**BE IT FURTHER RESOLVED** that said Board does authorize the President of the Board of Auglaize County Commissioners, Douglas A. Spencer to execute, on its behalf, the "Settlement Agreement" as submitted; and,

**BE IT FURTHER RESOLVED** that a copy of the "Settlement 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  
4th day of  
August, 2009

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 Prosecuting Attorney  
✓ Rumer & Maisch Co., LLC

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Lewis H. Mancis and Sarah K. Hauenstein aka Sarah K. Mancis Hauenstein aka Sarah K. Mancis on behalf of themselves, their agents, representatives, heirs, spouse, executors, attorneys, administrators, successors, assigns and anyone claiming through them (hereinafter referred to collectively as "Mancis"); and the Board of County Commissioners of Auglaize County, Ohio, on behalf of itself, its agents, representatives, attorneys, successors, assigns and anyone claiming through it (hereinafter referred to collectively as "Board"); and Douglas Reinhart, Auglaize County Engineer, on behalf of himself, his agents, representatives, attorneys, successors, assigns and anyone claiming through him (hereinafter referred to collectively as "Engineer").

WHEREAS, disputes and differences have arisen between Mancis and the Board regarding certain issues arising out of and relating to a petitioned ditch project known as the Freeman Ditch Project (hereinafter "Project") located in Auglaize County, Ohio.

WHEREAS, Mancis have filed an appeal in the Common Pleas Court of Auglaize County, Ohio, styled *In the Matter of: Appeal of the Freeman Single County Ditch Petition*, Case No. 2009 CV 0016 (hereinafter referred to as the "Appeal");

WHEREAS, Mancis, the Board and the Engineer wish to settle, and have agreed to settle and compromise all matters involved in such disputes and differences, including the Appeal and any and all other existing or potential claims that Mancis have existing prior to and through the date of this Agreement relating to, arising out of, or otherwise pertaining to the Freeman Ditch;

WHEREAS, Mancis, the Board and the Engineer intend this Agreement to constitute a full, fair, complete, final, and binding resolution of any and all of Mancis' existing or potential claims, including the Appeal, and any and all other existing or potential claims existing prior to and including the date of this Agreement relating to, arising out of, or otherwise pertaining to the Project; and

NOW, THEREFORE, Mancis, the Board and the Engineer in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, agree as follows:

1. **Covenants and Promises among the Parties.**

A) The parties agree that the Project shall proceed, subject to further public notices and hearings as required by law, as a result of the terms agreed upon herein as expeditiously as possible;

B) The Engineer agrees to recommend to the Board, and the Board agrees to accept, a revised route for the location and termini of the Project as set forth on Exhibit A attached hereto and incorporated by reference;

C) The Engineer shall prepare a final report setting forth the proposed route and

termini set forth in Exhibit A and the Board shall provide notice of the proposed modification and schedule of assessments to all of the property owners in the watershed, and thereafter, in accordance with the statutes, the Board shall schedule a required public hearing for final approval of the proposed changes in route and termini as set forth;

D) Mancis agree to pay the additional estimated cost of \$2,872.00 for the relocation of the route and termini from the currently approved route to the route and termini depicted on Exhibit A, and when added to the estimated original assessment, the total estimated assessment to the Mancis is \$6,502.78;

E) The Engineer and the Board agree upon completion of the installation of the Project as depicted on Exhibit A, Auglaize County shall abandon the existing 15" subsurface tile, which is presently considered a public watercourse and part of the Freeman Ditch, and traverses Mancis' property as depicted on Exhibit B attached hereto and incorporated herein by reference;

F) Mancis agree that upon the abandonment of the 15" subsurface tile and ditch depicted on Exhibit B they shall assume all responsibility for the repair, removal, maintenance, improvement or any other costs associated with the abandoned subsurface tile and ditch located on their property;

G) Mancis shall grant to the Auglaize County, for the benefit of the Project, a 40 feet construction easement centered over the line as it crosses their property at approximately the south edge of the apron of the driveway as set forth in Exhibit A; and upon completion of construction shall grant a 20 feet permanent easement centered over the installed line for ditch maintenance only purposes; both easements are delineated on the property plat prepared by the Engineer pursuant to R. C. 6131.14 to be recorded upon the acceptance of the contract work and is attached hereto and incorporated by reference as Exhibit C.

H) The Board and Engineer agree that any damage done to Mancis' landscaping or trees during the construction period will be their responsibility, or that of their contractor, as assigned thereto to repair or replace as close as practicable to the condition of the landscaping or trees prior to the easement grant;

I) Upon the Board's approval of the new route and termini depicted on Exhibit A, and expiration of the appropriate appeal time of the Board's decision, Mancis shall dismiss with prejudice Case No. 2009 CV 0016.

2. **Withdrawal of Claims.** The parties specifically agree that the effectiveness of this Agreement is fully contingent upon the Board and Engineer proceeding with the Project as outlined in paragraph 1(B) and (C) above, and the Mancis' appeal currently pending, being withdrawn and dismissed with prejudice.

3. **No Admissions.** This Agreement shall not in any manner be deemed or construed as an admission by the Mancis, the Board or the Engineer that it or they acted wrongfully or illegally in any manner with respect to the Project, but is made solely to avoid additional costs and risks associated with the pending litigation and to make peace.

4. **Choice of Law.** This Agreement is expressly made subject to the provisions of the laws of the State of Ohio, and any issue pertaining to this Agreement shall be litigated in the Common Pleas Court of Auglaize County, Ohio.

5. **Forbearance of Terms.** The failure of the Mancis, the Board or the Engineer to insist upon the performance of any of the terms and conditions of this Agreement, or the failure of any party to this Agreement to prosecute any breach of this Agreement, shall not be construed or considered a waiver of any such term or condition of this Agreement; to wit, the entire Agreement shall remain in full force and effect as if no such forbearance or failure of performance had occurred.

6. **Violation of Agreement.** The Mancis, the Board and/or the Engineer agree that if either violate this Agreement by filing any charge, claim, demand, grievance, cause of action and/or lawsuit of any kind whatsoever at any time, for whatever reason that has been resolved under this Agreement, then in that event, Mancis, the Board and/or the Engineer may bring an action for breach of the Agreement. The parties agree that the offending party who commits such a breach, as determined by a Court of competent jurisdiction, shall be subject to damages, including attorneys' fees and expenses required to be expended to establish the breach if determined to be the prevailing party.

7. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect.

8. **Headings.** The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9. **Execution in Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall be and constitute a part of this Agreement and all counterparts taken together shall constitute the entire Agreement and shall be binding and effective upon each party.

10. **Representation of Comprehension of Document.**

In entering into this Settlement Agreement the Mancis, the Board and the Engineer represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to them by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted them.

THE UNDERSIGNED, LEWIS H. MANCI, AND SARAH K. HAUENSTEIN, AKA SARAH K. MANCI HAUENSTEIN AKA SARAH K. MANCI, HAVE READ THE FOREGOING AGREEMENT, AND ATTESTS THAT THEY FULLY UNDERSTAND AND ACCEPT ITS PROVISIONS IN THEIR ENTIRETY AND WITHOUT RESERVATION.

THE UNDERSIGNED, BOARD OF COUNTY COMMISSIONERS OF AUGLAIZE COUNTY, OHIO, HAVE READ THE FOREGOING AGREEMENT, AND ATTESTS THAT IT FULLY UNDERSTANDS AND ACCEPTS ITS PROVISIONS IN THEIR ENTIRETY AND WITHOUT RESERVATION.

THE UNDERSIGNED, DOUGLAS REINHART, AUGLAIZE COUNTY ENGINEER, HAS READ THE FOREGOING AGREEMENT, AND ATTESTS THAT HE FULLY UNDERSTANDS AND ACCEPTS ITS PROVISIONS IN THEIR ENTIRETY AND WITHOUT RESERVATION.

WHEREFORE, the parties hereto have affixed their signatures below.

LEWIS H. MANCI

  
\_\_\_\_\_

DATED: 7/12/09

BOARD OF COUNTY COMMISSIONERS OF AUGLAIZE COUNTY, OHIO

  
\_\_\_\_\_

By: Douglas A. Spencer  
Its: President

DATED: 8/14/09

SARAH K. HAUENSTEIN AKA SARAH K. MANCI HAUENSTEIN AKA SARAH K. MANCI

  
\_\_\_\_\_

DATED: 7.12.09

DOUGLAS REINHART, AUGLAIZE COUNTY ENGINEER

  
\_\_\_\_\_

DATED: August 3, 2009



# ROUTE 3

NEW BREMEN NEW KNOXVILLE ROAD

MANCI PROPERTY

TANGEMAN PROPERTY

REVISIONS		SCALE	
NO.	DATE	BY	DATE
1			
2			
3			
4			
5			

Avonize County - Engineers - Office - Wapakoneta, Ohio  
**FREEMAN DITCH**  
**PROPOSED ROUTES**  
 DRAWN BY: [ ]  
 CHECKED: [ ]  
 TRACED: [ ]  
 SCALE: [ ]  
 DATE: [ ]  
 DATE: [ ]  
 DATE: [ ]

# Exhibit A

