

**IN THE MATTER OF AUTHORIZING AN APPROPRIATION BUDGET ADJUSTMENT AS REQUESTED BY THE COUNTY AUDITOR.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Janet Schuler, County Auditor has submitted the following request to the Board of County Commissioners:

The 2008 Appropriation Budget needs adjusted for the following line items. This is due to over estimating revenue. Comparing to last year – all monies are in for the year.

007.0037.537900	Marriage License	-487.00
012.0012.535800	Reimb	-306.72
	(Juv/Probate computer fund)	

Thanks,  
s/Janet  
Janet

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the appropriation budget adjustment as requested and mentioned above.

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

Adopted this  
18th day of  
December, 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 – Janet Schuler

**IN THE MATTER OF APPROVING THE MEMORANDUM BETWEEN AUGLAIZE COUNTY AND HULL & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES DURING 2009 IN RELATION TO THE ST. MARYS LANDFILL MONITORING; RATIFYING THE EXECUTION OF SAID MEMORANDUM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County being responsible for the environmental monitoring at the St. Marys Landfill, must enter into an agreement with a company licensed to perform said monitoring services; and,

**WHEREAS**, the Board of County Commissioners has agreed to contract with Hull & Associates, Inc. of Toledo, Ohio for the professional environmental monitoring services; and,

**WHEREAS**, a Master Services Agreement was entered into on August 7, 2008 by and between the Board of County Commissioners and Hull & Associates outlining the professional consulting services to be provided by Hull & Associates; and,

**WHEREAS**, Hull & Associates have now submitted a Memorandum regarding the scope of work for the calendar year 2009 for the St. Marys Landfill Environmental Monitoring Program; and,

**WHEREAS**, the estimated costs for the 2009 activities were quoted by Hull & Associates at \$78,300.00; and,

**WHEREAS**, a subcontractor will be retained for analytical purposes at the additional estimated cost of \$25,900.00.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve the Memorandum regarding the scope of work for the 2009 St. Marys Landfill Environmental Monitoring Program between Auglaize County and Hull & Associates, Inc. for professional services at the St. Marys Landfill; and,

**BE IT FURTHER RESOLVED** that said Board does approve the estimated costs as mentioned above for said monitoring services; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners authorizing the President of the Board, John N. Bergman, to execute approved Memorandum with Hull & Associates, Inc. as presented.

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

Adopted this  
18th day of  
December, 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: ✓ David Reichelderfer, Solid Waste/Recycle  
Coordinator  
✓ Hull & Associates, Inc.



November 25, 2008

Mr. Joe Lenhart  
Auglaize County Commissioners  
209 Blackhoof Street  
Wapakoneta, Ohio 45895

RE: Environmental Monitoring Services for the City of St. Marys Landfill;  
AUG005.100.0002.DOC

Dear Mr. Lenhart:

Hull & Associates, Inc. (Hull) is pleased to submit the attached memorandum regarding environmental monitoring services at the City of St. Marys (City) Landfill. The memorandum provides a list of activities that are required to be completed in 2009 to maintain minimal compliance with Ohio EPA regulations. As the actual Landfill owners, The City of St. Marys has also been provided this information and they have concurred with this approach.

In preparation of the costs associated with the proposed activities, Hull has locked in the same billing rates for 2009 as was used in 2008. We have developed a base proposal which maintains the minimum compliance efforts under Ohio EPA regulations and also provides additional sampling activities to comply with the June 2007 Work Plan that addresses outstanding Ohio EPA issues. After our earlier discussions with you and our recent discussions with the City, we do understand that resources for any additional work are very limited so we are only proposing a limited scope at this time.

In June of 2007, the City submitted a Work Plan to address Ohio EPA concerns regarding the need for further characterization of the landfill's significant zones of saturation. At that time, the City initiated a phased approach to address the issues by installing three of the seven proposed monitoring wells identified in the Work Plan and conducting limited groundwater sampling of the wells. To continue addressing the Work Plan, we have added a task for completion of three groundwater sampling events to establish background data sets for the three new wells.

Additional tasks that would satisfy the full intent of Work Plan and Ohio EPA expectations, but not included in the proposal, include installation and sampling of the four remaining monitoring wells outlined in the Work Plan. The costs associated with this initiative would range from \$20,000 to \$30,000. Also not included in the proposal are corrective measure initiatives and negotiations such as desktop remedial matrix analysis to evaluate remedial measures, continuation of ecological river study analyses, agency negotiations, and corrective measures plan updates. We can discuss these initiatives and how they relate to Ohio EPA issues in greater detail at your convenience.

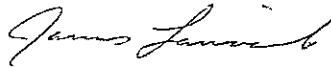
Hull has implemented a sensible approach to ensure the City of St. Marys Landfill remains protective of human health and the environment. In the past, Hull has advocated the completion of only the work required to protect the public health based on monitoring priorities and resource limitations. The reduced number of wells (seven) proposed in the June 2007 Work Plan versus the expanded number the Ohio EPA originally wanted (10 to 12) is the result of efforts to reduce the eventual number of wells in the monitoring network while maintaining adequate coverage of the significant zones of saturation in accordance with Ohio EPA regulations. This ongoing

Mr. Joe Lenhart  
AUG005.100.0002.DOC  
November 25, 2008  
Page 2

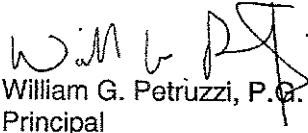
approach has resulted in minimizing the number of wells and monitoring activities (and cost), while moving forward with negotiations with Ohio EPA regarding additional activities that they are requesting.

We look forward to continuing our work with the Auglaize County Commissioners and can discuss the required environmental monitoring activities and additional tasks in greater detail upon your request.

Sincerely,



James Lavrich, REM  
Project Manager



William G. Petruzzi, P.C.  
Principal

JAL/jab

Attachments

ct: John Hull, Hull & Associates, Inc.



3401 Glendale Avenue, Suite 300 • Toledo, Ohio 43614

## Memorandum

TO: Auglaize County Commissioners  
Attn. Joe Lenhart

FROM: Jim Lavrich  
Hull & Associates, Inc.

DATE: November 25, 2008

RE: Scope of Work for the 2009 St. Marys Landfill Environmental Monitoring Program;  
AUG005.100.0001.DOC

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Hull & Associates, Inc. is pleased to submit this itemized scope of work for professional services for Baseline Environmental Monitoring at the St. Marys Landfill.

### SCOPE OF WORK:

1. Completion of required January 2009 semi-annual and July 2009 annual groundwater detection and assessment monitoring.
2. Completion of annual leachate sampling activities, conducted concurrent with item #1 (above).
3. Completion of two groundwater concentration resampling events at relevant well locations to reassess statistically significant concentrations in groundwater samples obtained from the January 2009 and July 2009 groundwater sampling events and completion of two alternate source demonstrations, if warranted.
4. Data management and report preparation/submittal for the January 2009 and July 2009 groundwater sampling activities (for items #1 and #2).
5. Completion of two semi-annual notifications of assessment activities and rate, extent, and concentration reports.
6. Update and revision to the Detection Sampling and Analysis Plan and to the Groundwater Quality Assessment Plan to include available information to address several Ohio EPA deficiencies.
7. Limited compliance and procedural issues with Ohio EPA communications as related to their comments.
8. Completion of three groundwater sampling events (separate from Items #1 and #2 above) for exploratory monitoring wells MW-7, MW-8, MW-9 for required

MEMORANDUM  
AUG005.100.0001.DOC  
November 25, 2008  
Page 2

background analysis. This item also includes preparation of three analytical summary reports for each event as required by Ohio EPA.

For this Scope of Work, Hull is estimating consultancy costs similar to the 2008 calendar year for groundwater monitoring and reporting. Although additional tasks are necessary per Ohio EPA regulations apart from the tasks identified above, we have only included the minimum requirements and background groundwater sampling in this Scope of Work.

Table 1 (attached) provides a listing of the tasks associated with this Scope of Work (Task I) along with background sampling and reporting tasks (Task II) that are required in order to meet objectives associated with obtaining an approved Detection Monitoring Plan. Task II is in direct reference to the facility's June 6, 2007 Work Plan developed to address significant groundwater zones of saturation. If the Auglaize County Commissioners chooses not to complete Task II, the 2009 Scope of Work and cost will be modified accordingly. Furthermore, initiatives related to monitoring well installation and corrective measures are not included in this Scope of Work. We can discuss these activities with you upon your request and amend the scope of work to include any portion of these additional activities.

The estimated analytical costs for the analytical laboratory currently contracted for the Site are not included in the cost of services provided by Hull. However, we have included the estimated analytical laboratory cost on the attached Table, located in the Subcontractor column. Note these rates include a significant discount negotiated by Hull based on our volume of work we do with this laboratory. We assume the analytical laboratory (Test America) will continue direct-billing to the Auglaize County Commissioners for their services. We look forward to meeting with you in the near future and working with you on the facility's monitoring program. If you have any questions, please contact me at your earliest convenience.

CITY OF ST. MARYS LANDFILL

TABLE 1

ESTIMATED COSTS FOR 2009 ACTIVITIES

PROGRAM	TASK	ESTIMATED COSTS	
		Hull	Subcontractor <sup>1</sup>
MEETS MINIMUM GROUNDWATER MONITORING REQUIREMENTS	<b>TASK I. Environmental Monitoring (Minimum Requirement)</b>		
	<b>A. January Groundwater Sampling Event and Reporting</b>	\$20,000	\$6,000
	1. Completion of semi-annual detection and assessment sampling events for the existing 16 groundwater monitoring wells network		
	2. Completion of data analysis, hydrogeologic evaluation, statistical evaluation, and reporting		
	3. Includes one confirmation resampling event and completion of one alternate source demonstration		
	<b>B. July Groundwater Sampling Event and Reporting</b>	\$20,000	\$17,000
	1. Completion of annual detection and assessment (extended analytical list) sampling events for the existing 16 groundwater monitoring wells and collection of the annual leachate sample		
	2. Completion of data analysis, hydrogeologic evaluation, statistical evaluation, and reporting		
	3. Includes one confirmation resampling event and completion of one alternate source demonstration		
	<b>C. Semi-annual Assessment Evaluation</b>	\$3,000	--
1. Completion of two semi-annual rate, extent, and concentration reports for assessment program.			
<b>D. Compliance Issues</b>	\$15,000	--	
1. Correspondence with Ohio EPA related to environmental monitoring programs			
2. Based on historical level of resources required in the past			
<b>E. Plan Revisions</b>	\$6,000	--	
1. Revisions to Detection Sampling and Analysis Plan and Groundwater Quality Assessment Plan to maintain compliance in response to Ohio EPA reviews and rule changes			
<b>SUBTOTAL TASK I.</b>	<b>\$64,000</b>	<b>\$23,000</b>	
REQUIRED MONITORING FOR BACKGROUND EVALUATION	<b>TASK II. Background Sampling for MW-7, MW-8, MW-9. (Required for Detection Monitoring Program)</b>	\$14,300	\$2,900
	1. Conduct three groundwater sampling events for the three newest monitoring wells to attain the eight events required for minimum background monitoring		
	2. Perform analysis for selected Appendix I parameters		
	3. Prepare three analytical summary reports for Ohio EPA.		
<b>SUBTOTAL TASK II.</b>	<b>\$14,300</b>	<b>\$2,900</b>	
<b>PROJECT TOTAL</b>	<b>\$78,300</b>	<b>\$25,900</b>	

1. Subcontractor analytical costs are to be directly billed to the Auglaize County Commissioners by the laboratory

**ATTACHMENT A  
FOR  
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES**

**HULL & ASSOCIATES, INC.**

**TASK ORDER NO:** 001  
**HULL PROJECT CODE:** AUG005  
**CONTRACT NUMBER:** CNCRCT.300.1975

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Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following tasks related to environmental monitoring at the City of St. Marys Landfill as outlined in the Scope of Work provided in our November 25, 2008 Memorandum to the Auglaize County Commissioners (Hull Document #AUG005.100.0001.DOC):

Task I. Environmental Monitoring	\$64,000
Task II. Background Sampling for MW-7, MW-8, and MW-9	\$14,300

ESTIMATED TOTAL COST: \$ 78,300

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HULL & ASSOCIATES, INC. PROJECT CONTACT: James Lavrich, REM

CLIENT PROJECT CONTACT: Mr. Joe Lenhart

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CLIENT AUTHORIZATION: John N Bergman DATE: 12-18-08

(Please return one signed original to Hull & Associates, Inc.'s Project Contact and retain one signed original for Client's records)



**IN THE MATTER OF APPROVING AN AGREEMENT WITH BONNIE WURST AS AN EDUCATION SPECIALIST FOR THE AUGLAIZE COUNTY SOLID WASTE/RECYCLE DISTRICT; RATIFYING THE EXECUTION OF SAID AGREEMENT. .**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, pursuant to the Auglaize County Solid Waste District Plan, the Board of County Commissioners are desirous of securing a person to conduct an educational program for recycling and litter prevention within the county; and,

**WHEREAS**, Solid Waste Coordinator David Reichelderfer reported that having Bonnie Wurst as the Education Specialist for the past few years, has proven to be advantageous in sharing the message about all aspects of recycling and litter prevention with persons of all ages throughout the County; and,

**WHEREAS**, Bonnie Wurst has agreed to serve another year as the Education Specialist for recycle and litter prevention at the rate of compensation not to exceed \$10,800.00/hourly wage not to exceed \$30.00 per hour; with the agreement to commence on January 1, 2009, terminating December 31, 2010 or upon expenditure of available funds, whichever occurs first.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Education Specialist Agreement by and between Bonnie Wurst, Independent Contractor and the Auglaize County Board of Commissioners as presented to the Board; and,

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

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

Adopted this  
18th day of  
December, 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: ✓ Solid Waste Coordinator – David Reichelderfer  
✓ Bonnie Wurst

## **EDUCATION SPECIALIST AGREEMENT**

**By and between**

**BONNIE WURST, INDEPENDENT CONTRACTOR**

**And the**

**AUGALIZE COUNTY BOARD OF COMMISSIONERS**

This agreement entered into this 18th day of December 2008, by and between the Auglaize County Board of Commissioners, on behalf of the Auglaize County Solid Waste District, P. O. Box 603, St. Marys, Ohio 45885, hereinafter called the "Board" and Bonnie Wurst, hereinafter called the "Education Specialist."

Whereas, the Board, desires to enter into an Agreement with the Education Specialist for education services in recycling and litter prevention; and

Whereas the Education Specialist does provide professional services in this area for integrated solid waste management; and now, therefore.

Be it agreed by and between the parties hereto as follows:

### **Scope of Service.**

1. Education Specialist agrees to perform the educational services for the county as directed by The Solid Waste Management District Coordinator, hereinafter "coordinator", of Auglaize County.
2. The Education Specialist will perform work to complete presentations and activities for teachers and students in the Auglaize County Schools, County Fair, Camps, special interest groups and any other event, at the request of the Coordinator, to educate the group or organization on recycling and litter prevention. Upon such request, the Education Specialist shall be responsible for all aspects of the presentation including scheduling.
3. The Education Specialist will provide the Coordinator with an updated written schedule of presentations each Monday morning. In the event of cancellation or rescheduling during the current week, the Education Specialist will notify the Coordinator to update the schedule.
4. The Education Specialist will provide the Coordinator with a monthly detailed billing statement, which will list the hours worked in each category of planning and teaching.
5. Subject matter and contents of the presentations will address recycling and litter prevention. The Board reserves the right to review such presentations to determine whether, in the opinion of the Board or its designee, the Coordinator, the results are effective.

6. The Education Specialist must provide the Board with proof that she is maintaining her qualifications as an education specialist by showing proof of attendance at appropriate educational seminars to acquire advance training in the recycling and litter prevention curriculum.

### **Duration of Agreement.**

The Agreement will commence January 1, 2009 and terminate December 31, 2009 or upon expenditure of available funds, whichever occurs first.

In the event the funding for this program is not available from the Auglaize County Solid Waste District, the Board has no further obligation to fund this program and the Agreement shall terminate as set forth in the Termination clause of this Agreement.

### **Compensation.**

The Education Specialist shall be compensated in an amount not to exceed Ten thousand eight hundred dollars (\$10,800.00) for work listed in the scope of services. The Education Specialist will invoice the County on a monthly basis for the hours worked in preparation and presenting. The hourly rate for the Education Specialist shall not exceed thirty dollars (\$30.00) per hour. The Education Specialist shall be responsible for monitoring ongoing billing statements to the Board and shall inform the Board and cease all work under this Agreement once the compensation cap listed above has been met.

The Education Specialist shall be responsible for travel to the locations of the presentations, seminars or activities, and the County will not compensate her for the same. The Education Specialist shall provide all materials and supplies necessary to complete the services under this Agreement, including, but not limited to office space, office supplies, mailing service, telephone access and the educational materials necessary to perform presentations and activities.

### **Independent Contractor.**

The Education Specialist shall at all times be an independent contractor when acting under this Agreement. The Board is concerned with results, and the manner and methods used to achieve the desired results are solely within the Education Specialist's discretion, subject only to the terms of this Agreement and the requirements that state and federal law places upon the parties, and provided that the Education Specialist acts lawfully, fairly, and honorably.

The Education Specialist, as an independent contractor, agrees to assume responsibility for reporting, withholding, and/or paying any taxes as may be incident hereto, including, but not limited to federal, state, and local taxes; and, she hereby releases the Board, its officers, employees, and agents from any and all claims, demands, actions and causes of action

whatsoever as may arise or be attributed to days of service or compensation therefrom, holding and indemnifying the Board its officer, employees, and agents safe and harmless therefrom.

### **Responsibility of the Board.**

The Board, through its Coordinator, may authorize the Education Specialist to participate in any other activity that is related to recycling/litter prevention management or educating and will benefit the interests of the County.

### **Reporting.**

The Education Specialist will work cooperatively with the Board and Auglaize County Solid Waste Management District and upon request, the Education Specialist will provide appropriate reporting regarding education activities listed in the scope of service.

### **Agreement Modification.**

This agreement constitutes the entire agreement between the parties and any changes or modifications to the Agreement shall be by agreement of the parties in writing and attached hereto.

### **Termination of the Agreement.**

The Board may terminate this Agreement immediately, with or without cause, upon written notice to the Education Specialist.

In the event of such termination, any reports or information prepared by the Education Specialist under this Agreement shall, upon written request of the Board, become its property within thirty (30) days of receipt of said written notice. The Education Specialist shall forward the reports and information to the Board and the Education Specialist shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.

The obligation to provide service under this Agreement may be terminated by the Education Specialist upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Education Specialist.

### **Notices.**

Any and all notices of intent to modify or terminate this Agreement by the Education Specialist shall be mailed to:

Auglaize County Board of Commissioners  
209 South Blackhoof St., Room 201  
Wapakoneta, Ohio 45895

Any and all notices of intent to modify or terminate this agreement by the Board shall be Mailed to:

Bonnie Wurst  
205 East Benton Street  
Wapakoneta, Ohio 45895

**Hold Harmless/Indemnification.**

The Education Specialist will defend, indemnify, protect, save, and hold harmless the Board its officers, employees, agents, and fiduciaries from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, including court costs and attorney fees, arising from the performance under this Agreement, including but not limited to (a) negligent, reckless, or willful and wanton acts, errors, or omissions, including malfeasance, nonfeasance, or misfeasance by the Education Specialist, her agents, employees, licensees, contractors, or subcontractors arising from; (b) the failure of the education specialists, her agents, employees, licenses, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Education Specialist, her agents, employees, licenses, contractors or subcontractors that result in injury to persons or damage to property.

This clause shall survive the termination of the Agreement.

**Insurance.**

The Education Specialist shall be responsible for procuring and maintaining adequate insurance for herself and her employees including but not limited to Workers Compensation insurance and Automobile Liability Insurance.

**Severability.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Otherwise the stricken provision or part thereof 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.

**Counterparts; Captions.**

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

**IN WITNESS THERE OF, the parties have executed this instrument on**

\_\_\_\_\_

WITNESS

BONNIE WURST

\_\_\_\_\_

WITNESS

FOR THE BOARD OF COUNTY  
COMMISSIONERS, AUGLAIZE  
COUNTY, OHIO.

*Emil Cordonei*

*John N. Bergman*  
John N. Bergman, President

*Ivo J. Kramer*  
Ivo J. Kramer

*Douglas A. Spencer*  
Douglas A. Spencer

**IN THE MATTER OF APPROVING THE CONTRACT AND BOND OF CY SCHWIETERMAN, INC. FOR THE MCKEE DITCH PROJECT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

Commissioner Spencer moved the adoption of the following

**RESOLUTION**

**WHEREAS**, the Engineer's office has filed with this Board a contract and bond with Cy Schwieterman, Inc. for labor and materials for said McKee Ditch project petitioned under Senate Bill 160; and,

**WHEREAS**, the Board of County Commissioners has been requested to approve and execute the contract and bond, as all appears to be in order.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract and bond with Cy Schwieterman, Inc., as presented, for the McKee Ditch project; and,

**BE IT FURTHER RESOLVED** that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

**BE IT FURTHER RESOLVED** that the Secretary of the County Engineer prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

**BE IT FURTHER RESOLVED** that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

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

Adopted this 18<sup>th</sup> day  
of December, 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

# DITCH CONTRACT

Revised Code, Sec. 6131.41

*In the Matter of the* MCKEE DITCH

*SINGLE County Ditch Petitioned for by* SENATE BILL 160 *and others.*

THIS AGREEMENT, *made and entered into on this* day of 2008,

*by and between the County Commissioners of* AUGLAIZE COUNTY,

*Ohio, and hereinafter designated as "First Party," and* CY SCHWIETERMAN, INC. of

10097 KOHLER ROAD, WAPAKONETA, OHIO 45895 *hereinafter designated as "Second Party."*

WITNESSETH, THAT SAID "SECOND PARTY," *For and in consideration of the sum*

*of* SIXTY NINE THOUSAND EIGHT HUNDRED SEVENTY-NINE AND 25/100

( \$ 69,879.25) *Dollars, to be paid as hereinafter specified, hereby agree to furnish unto said*

*"First Party." all the necessary materials, and do all the work and labor required to construct the*

MCKEE DITCH *improvement petitioned for by* SENATE BILL 160 *and others, 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.*

*Said "Second Party" further agrees to furnish said materials and to do the said 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 said MCKEE DITCH and to work in harmony with and to render such assistance to other branches of work as their connection therewith and the progress of the MCKEE DITCH may require. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 15<sup>th</sup> day of APRIL, 2009.*

AND SAID "FIRST PARTY," *for and in consideration of the true and faithful performance of said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second Party" said sum of* SIXTY NINE THOUSAND EIGHT HUNDRED SEVENTY-NINE AND 25/100 ( \$ 69,879.25) *Dollars, in installment from time to time, upon the certificate of acceptance of the County Engineer and as provided by law.*



Now if the said

CY SCHWIETERMAN, INC.

of

10097 KOHLER ROAD, WAPAKONETA, OHIO

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

*David C. Schwieterman*  
-----  
signed

*Joseph T. Gersbach*  
-----  
witness

Cy Schwieterman, Inc  
-----  
company

10097 Kohler Rd.

*Scott J. Schieter*  
-----  
witness

-----  
street

Wapakoneta, Oh 45895

-----  
city, state, zip

The above Contract being good and sufficient is approved this

*18<sup>th</sup>* day of *December*, 2008.

*John N. Bergman*  
-----  
commissioner

*Douglas A. Spencer*  
-----  
commissioner

*Steve Thomas*  
-----  
commissioner

# BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the MCKEE DITCH

Single County Ditch No.

ON CONTRACT FOR WORK AND LABOR  
AND MATERIALS

Petitioned for by SENATE BILL 160 and others

KNOW ALL MEN BY THESE PRESENTS, That we, CY SCHWIETERMAN, INC.

of 10097 KOHLER ROAD, WAPAKONETA, OHIO, as Principal, and

ERIE INSURANCE COMPANY, as sureties, are held and firmly bound unto

the state of Ohio for the benefit of AUGLAIZE COUNTY and for the benefit of any owner

having a right of action thereon as is provided by law, in the penal sum of SIXTY NINE THOUSAND

EIGHT HUNDRED SEVENTY-NINE AND 25/100 ( \$ 69,879.25) Dollars,

to the payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves,

our heirs, executors and administrators.

Signed by us, and dated this \_\_\_\_\_ day of DECEMBER, 2008

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound

CY SCHWIETERMAN, INC. of 10097 KOHLER ROAD, WAPAKONETA, OHIO

have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and

perform the work and labor for the construction of the MCKEE DITCH improvement petitioned

for by SENATE BILL 160 and others specified in said Contract, to the satisfaction and acceptance

of the County Engineer, on or before the 15<sup>th</sup> day of APRIL, 2009, for the compensation of

SIXTY NINE THOUSAND EIGHT HUNDRED SEVENTY-NINE AND 25/100

( \$ 69,879.25) Dollars.

Second, to save the County from any loss caused by delay in completing the work or furnishing the material within the time and in the manner expressed in the contract, bid and specifications;

Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the contractor in the performance of his contract;

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said **CY SCHWIETERMAN, INC.**

of **10097 KOHLER ROAD, WAPAKONETA, OHIO**

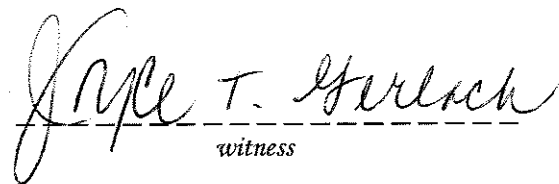
shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

  
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Signed

  
-----  
witness

Stammen Insurance  
-----  
company

  
-----  
witness

310 E. Main St.  
-----  
street

St. Henry Oh 45883  
-----  
city, state, zip

The above Bond being good and sufficient is approved this *18<sup>th</sup>* day of *December*, 2008.

  
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commissioner

  
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commissioner

  
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commissioner

**IN THE MATTER OF APPOINTING BRIAN MORRIS AND AARON HOMAN TO THE AUGLAIZE COUNTY BOARD OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES PURSUANT TO OHIO REVISED CODE SECTION 5126.02.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, at this time, two terms on the Auglaize County Board of Mental Retardation and Developmental Disabilities (MR/DD Board) are needed to be filled by the Board of County Commissioners; and,

**WHEREAS**, said Board advertised for interested parties willing to serve on said MR/DD Board, receiving many resumes; and,

**WHEREAS**, out of the received resumes, the Board chose to appoint Aaron Homan and Brian Morris to the Auglaize County MR/DD Board for four year terms.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio does hereby appoint Aaron Homan and Brian Morris to serve as Trustees of the Auglaize County Mental Retardation and Developmental Disabilities Board; terms will be from the Organizational meeting date in January, 2009 to Organizational meeting date in January, 2012.

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

Adopted this  
18th day of  
December, 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: ✓ Auglaize County MR/DD Board
- ✓ Aaron Homan, 10 Greenhills Drive, Minster, OH
- ✓ Brian Morris, 516 Normandy Drive, St. Marys, OH
- ✓ Judge Mark Spees

**IN THE MATTER OF AUTHORIZING AN APPROPRIATION ADJUSTMENT WITHIN THE POLICE ROTARY FUND AND THE AUGLAIZE ACRES P.A. FUND.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio, met in special session on the 18th day of December, 2008.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board did receive correspondence from County Auditor Janet Schuler requesting appropriation adjustments within the Police Rotary fund and the Auglaize Acres P.A. fund.

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make appropriation adjustments as follows:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
<b>POLICE ROTARY FUND.</b>		
032-0024-536400 Workers Comp	\$ 655.30	032-0024-510200 Employee Salary
<b>AUGLAIZE ACRES P.A. FUND.</b>		
513-0021-539700	\$ 7.47	513-0021-539800

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

Adopted this 18th day  
Of December, 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

**IN THE MATTER OF APPROVING THE CONTRACT AND BOND OF EDGE EXCAVATING, LLC FOR THE HELMSTETTER DITCH PROJECT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

Commissioner Spencer moved the adoption of the following

**RESOLUTION**

**WHEREAS**, the Engineer's office has filed with this Board a contract and bond with Edge Excavating, LLC for labor and materials for said Helmstetter Ditch project petitioned under Senate Bill 160; and,

**WHEREAS**, the Board of County Commissioners has been requested to approve and execute the contract and bond, as all appears to be in order.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract and bond with Edge Excavating, LLC, as presented, for the Helmstetter Ditch project; and,

**BE IT FURTHER RESOLVED** that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

**BE IT FURTHER RESOLVED** that the Secretary of the County Engineer prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

**BE IT FURTHER RESOLVED** that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

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

Adopted this 18<sup>th</sup> day  
of December, 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

# DITCH CONTRACT

Revised Code, Sec. 6131.41

*In the Matter of the* HELMSTETTER DITCH

*SINGLÆ County Ditch Petitioned for by* SENATE BILL 160 *and others.*

THIS AGREEMENT, *made and entered into on this* \_\_\_\_\_ *day of* \_\_\_\_\_ 2008,

*by and between the County Commissioners of* AUGLAIZE COUNTY \_\_\_\_\_,

*Ohio, and hereinafter designated as "First Party," and* EDGE EXCAVATING, LLC

*of* 4408 N. KEMP ROAD, ELIDA, OHIO 45807 *hereinafter designated as "Second Party."*

WITNESSETH, THAT SAID "SECOND PARTY, *For and in consideration of the sum*  
*of* SEVEN THOUSAND FOUR HUNDRED FORTY-EIGHT AND 24/100 (\$ 7,448.24)  
*Dollars, to be paid as hereinafter specified, hereby agree to furnish unto said "First Party." all the necessary*  
*materials, and do all the work and labor required to construct the* HELMSTETTER DITCH  
*improvement petitioned for by* SENATE BILL 160 *and others, 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.*

*Said "Second Party" further agrees to furnish said materials and to do the said 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 said* HELMSTETTER  
DITCH *and to work in harmony with and to render such assistance to other branches of work as their*  
*connection therewith and the progress of the* HELMSTETTER DITCH *may require. The whole to*  
*be completed to the satisfaction and acceptance of said "First Party" on or before the* 1<sup>st</sup> *day of*  
APRIL, 2009.

AND SAID "FIRST PARTY," *for and in consideration of the true and faithful performance of*  
*said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second*  
*Party" said sum of* SEVEN THOUSAND FOUR HUNDRED FORTY-EIGHT AND 24/100  
(\$ 7,448.24) *Dollars, in installment from time to time, upon the certificate of acceptance*  
*of the County Engineer and as provided by law.*

Now if the said


EDGE EXCAVATING, LLC

of

4408 N. KEMP ROAD, ELIDA, OHIO 45807

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

  
-----  
Signed

-----  
witness

Edge Excavating LLC  
-----  
company

-----  
witness

4408 N. Kemp Rd.  
-----  
street

Elida, Oh. 45807  
-----  
city, state, zip

The above Contract being good and sufficient is approved this 18<sup>th</sup> day of December, 2008.

  
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commissioner

  
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commissioner

  
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commissioner



# BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the HELMSTETTER DITCH

Single County Ditch No.

ON CONTRACT FOR WORK AND LABOR  
AND MATERIALS

Petitioned for by SENATE BILL 160 and others

KNOW ALL MEN BY THESE PRESENTS, That we, EDGE EXCAVATING, LLC

of 4408 N. KEMP ROAD, ELIDA, OHIO 45807, as Principal, and

Western Bonding Co., as sureties, are held and firmly bound unto

the state of Ohio for the benefit of AUGLAIZE COUNTY and for the benefit of any owner

having a right of action thereon as is provided by law, in the penal sum of SEVEN THOUSAND

FOUR HUNDRED FORTY-EIGHT AND 24/100 (\$ 7,448.24) Dollars,

to the payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves,

our heirs, executors and administrators.

Signed by us, and dated this ninth day of DECEMBER, 2008

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound

EDGE EXCAVATING, LLC of 4408 N. KEMP ROAD, ELIDA, OHIO 45807

have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and

perform the work and labor for the construction of the HELMSTETTER DITCH improvement

petitioned for by SENATE BILL 160 and others specified in said Contract, to the satisfaction

and acceptance of the County Engineer, on or before the 1<sup>st</sup> day of APRIL, 2009, for the

compensation of SEVEN THOUSAND FOUR HUNDRED FORTY-EIGHT AND 24/100

(\$ 7,448.24) Dollars.

Second, to save the County from any loss caused by delay in completing the work or furnishing the material within the time and in the manner expressed in the contract, bid and specifications;

Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the contractor in the performance of his contract;

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said

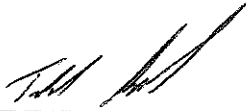
EDGE EXCAVATING, LLC

of

4408 N. KEMP ROAD, ELIDA, OHIO 45807

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

  
-----  
Signed

-----  
witness

Edge Excavating LLC  
-----  
company

-----  
witness

4408 N. Kemp Rd.  
-----  
street

Elida, OH 45807  
-----  
city, state, zip

The above Bond being good and sufficient is approved this 18<sup>th</sup> day of December, 2008.

  
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commissioner

  
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commissioner

  
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commissioner

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO THE AMENDED  
CERTIFICATE OF ESTIMATED RESOURCES AMENDMENTS AS REPORTED BY THE COUNTY  
AUDITOR: SAME BEING FOR THE LAW LIBRARY FUND.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, under date of January 3, 2008, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2008 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

**WHEREAS**, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate for the Law Library Fund. The 2008 Annual Appropriation should be amended to include the following:

**Increase 506-05060-303.00 Supplies by \$5,897.77.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2008 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this  
18th day of  
December, 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 Janet Schuler  
✓ Law Library

**IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENTS FOR AUGLAIZE ACRES APPROPRIATION, GIS FUND AND MVGT FUND.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners was requested to make the following budget adjustments in the MVGT Fund, the GIS Fund and in the Auglaize Acres Appropriation:

	<u>From</u>	<u>Amount</u>	<u>To</u>
<b><u>MVGT Fund</u></b>	<b>002.0013.536700 PERS</b>	<b>\$ 210.87</b>	<b>002.0014.510201 Medicare</b>
<b><u>GIS Fund</u></b>	<b>001.1207.536700 PERS</b>	<b>\$ 5.22</b>	<b>001.1207.510201 Medicare</b>

**Auglaize Acres**

097.0097.510201 Medicare	\$ 499.88	097.0097.530500 Contract Repair
097.0097.530400 Equipment	\$ 63.25	097.0097.530300 Supplies
097-0097.530700 Travel	\$ 951.78	097-0097-530300 Supplies
097.0097.530800 Advertising	\$ 483.82	097-0097-530300 Supplies
097.0097.510100 Official Salaries	\$ 311.86	097.0097.530900 Other Expenses
097.0097.535000 Unemployment	\$2,094.80	097.0097.530500 Contract Repair
097.0097.510100 Official Salaries	\$ 288.30	097.0097.536600 Hospitalization
097.0097.510100 Official Salaries	\$ 123.44	097.0097.530500 Contract Repair
097.0097.510200 Emp. Salaries	\$3,791.10	097.0097.530500 Contract Repair
097.0097.536700 PERS	\$1,240.16	097.0097.530500 Contract Repair
097.0097.530600 Contract Service	\$2,759.18	097.0097.530300 Supplies

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the budget adjustments as listed above.

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

Adopted this  
18th day of  
December , 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  
 Auglaize Acres  
 County Engineer

**IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENTS FOR THE CLERK OF COURTS FUND.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

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

**WHEREAS**, the Board of County Commissioners has been informed by the Clerk of Courts, Sue Ellen Kohler that a budget adjustment is needed in the Clerk of Courts Fund.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the budget adjustments as requested above:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
<b>CLERK OF COURTS FUND 001.0208.536700 PERS</b>	<b>\$3,200.00</b>	<b>001.0208.510200 SALARY</b>

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

Adopted this  
18th day of  
December, 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  
✓ Clerk of Courts Sue Ellen Kohler

**IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENTS FOR THE DOG AND KENNEL FUND AND THE CORONER FUND.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of December, 2008.

Commissioner KRAMER moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners has been informed by the County Auditor that a budget adjustment is needed in the Dog and Kennel Fund and correspondence has been received from the Auglaize County Coroner requesting a budget adjustment within the Coroner Fund for the purpose of purchasing some computer equipment.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the budget adjustments as requested above:

<u>FROM</u>	<u>AMOUNT</u>	<u>TO</u>
<b>DOG &amp; KENNEL FUND</b>		
005.0002.510200 Salaries	\$583.70	005.0002.530400 Capital Out
005.0002.536700 PERS	\$238.28	005.0002.530400 Capital Out
<b>CORONER FUND</b>		
001.0209.530600 Contract Services	\$2,500.00	001.0209.530400 Equipment.

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

Adopted this  
18th day of  
December, 2008

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . yes  
Douglas A. Spencer

cc: ✓ County Auditor  
✓ Coroner

\_\_\_\_\_  
Ivo J. Kramer

**IN THE MATTER OF AUTHORIZING AN AMENDMENT TO THE 2008 APPROPRIATION  
RESOLUTION.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio, met in special session on the 18th day of December, 2008.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board did receive correspondence from County Auditor Janet Schuler requesting an amendment to the 2008 appropriation resolution.

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make an amendment to the 2008 appropriation resolution as follows:

**Decrease ditch construction by \$ 40,712.99  
Decrease ditch maintenance by \$ 255,993.60**

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

Adopted this 18th day  
Of December, 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

**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 18th day of December, 2008.

Commissioner 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:

- on December 22, 2008, from 8:30 a.m. until the close of business, in the Commissioners Chambers, for general purposes.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby set the above mentioned date, time and place to convene a special session of said Board; 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 this special session.

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

Adopted this  
18th day of  
December, 2008

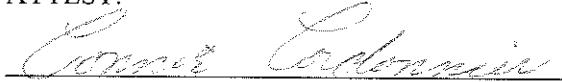
BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman , yes

Douglas A. Spencer , yes

Ivo J. Kramer, yes

ATTEST:

  
\_\_\_\_\_  
Connie Cordonnier, Clerk  
Board of County Commissioners  
Auglaize County, Ohio

cc: newspapers