

IN THE MATTER OF REAPPOINTING EDWIN PIERCE TO THE REGION 15 REPRESENTATIVES TO THE ONEOHIO RECOVERY FOUNDATION, INC. BOARD AND AFFIRMING OTHER COUNTY APPOINTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the **Auglaize County**, is a Local Government that has adopted and approved The OneOhio Memorandum of Understanding (“The Memorandum”), which establishes a mechanism to disburse settlement proceeds from opioid litigation into Ohio’s communities to help abate the opioid crisis, including allocations to Local Governments and Regions through a statewide Foundation; and,

WHEREAS, Auglaize County is a participant in **Region 15** as established by The Memorandum; and,

WHEREAS, Regions have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region; and,

WHEREAS, pursuant to The Memorandum each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the statewide Foundation Board and selection of projects to be funded from the regional Share; and,

WHEREAS, Region 15 Board will consist of 27 members with 3 representatives from each county. Representatives from each county shall serve on behalf of the: Board of Auglaize County Commissioners, municipalities, and townships. Each county will determine how best to make these appointments; and,

WHEREAS, imminent distribution of Opioid Funds through the OneOhio Recovery Foundation, Inc. requires immediate appointment of a regional representative from this Region; and,

WHEREAS, Auglaize County does hereby reappoint Edwin Pierce for a three year appointment 2024 – 2026.

NOW THEREFORE BE IT RESOLVED, by this Board of Auglaize County Commissioners that:

Section 1. **Edwin Pierce, Prosecuting Attorney, to be appointed for a three-year term** as the Auglaize County Region 15 representative from 2024 - 2026;

Section 2. Representatives may exercise all authority of an OneOhio Recovery Foundation, Inc. Board member under Section D.3 through and including D.11 of the OneOhio Memorandum of Understanding during this appointment; and shall report any such actions to the regional board in this Region;

Section 3. It is found and determined that all formal actions of this legislative body relating to the adoption of this Resolution were adopted in an open meeting, and that all deliberations that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

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

Adopted this
19th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: Julie Ehemann, Appointee

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A DEPUTY SERVICE AGREEMENT WITH ST. MARYS TOWNSHIP FOR POLICE PROTECTION SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, in the past, St. Marys Township has contracted with Auglaize County to provide police protection to said Township; and,

WHEREAS, Sheriff Michael Vorhees has advised the Board of County Commissioners that the St. Marys Township Trustees desire to enter into another agreement with the provisions for policy protection to St. Marys Township for eight (8) hours a day, five (5) days per week, with said agreement to terminated on December 31, 2025; and,

WHEREAS, the agreement, as drafted setting the terms and conditions of the protective services, is agreeable with Sheriff Vorhees.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the deputy services agreement between Auglaize County and the St. Marys Township Trustees for the provision of police protection services as specified; and,

BE IT FURTHER RESOLVED that the Board does authorize the execution of said agreement.

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

Adopted this
19th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye
John N. Bergman
Douglas A. Spencer, ye
Douglas A. Spencer
David Bambauer, ye
David Bambauer

cc: Sheriff
St. Marys Township

Deputy Service Agreement

This Deputy Service Agreement (this “*Agreement*”) is made and entered into effective as of January 1, 2024 (the “*Effective Date*”), by and between the Auglaize County Sheriff, by and through the Auglaize County Commissioners (the “*County*”), and the Board of Township Trustees of St. Marys Township, Auglaize County, Ohio (“*Township*”); hereinafter collectively referred to as the “*Parties*”.

WHEREAS, the Township is desirous of acquiring police protection of the property and residents of St. Mary’s Township, Auglaize County, Ohio; and

WHEREAS, the County is willing and able to provide such police protection services.

NOW THEREFORE BE IT RESOLVED THAT THE PARTIES AGREE AS FOLLOWS:

1. Services. The County agrees to provide police protection to the Township for eight (8) hours per day, five (5) days per week (“*Coverage Hours*”), by assigning to the Township one regular uniformed Deputy Sheriff (the “*Township Deputy*”). Except as otherwise provided herein, the County agrees to make available to the assigned Township Deputy all the training programs, special equipment and other regular facilities of the Sheriff’s office.

Except as provided for in Section 5. below, in the event that the Township Deputy is on vacation or otherwise on leave, such hours are considered Coverage Hours as required to be provided by the County under this Agreement.

2. Payment for Services. Township agrees to reimburse the County for all personnel costs associated with the assigned Township Deputy as provided herein. The Township shall reimburse the County for the salary of the Township Deputy and for any employee benefits associated with the Township Deputy. This includes, but is not limited to any retirement plan payments, insurance benefits or paid time off (such as vacation or sick leave). Such payments will be made by the Township to the County on a monthly basis, except that the payment made in December will be of such amount to reimburse both December and January’s monthly cost. The Township understand that the personnel cost of the assigned Township Deputy might change due to a change in assigned personnel to the Township or an increase in benefits. The Township shall cover all increased cost during the term of this Agreement, except to the extent otherwise provided herein.

The Township will not be charged for any officer in charge pay (“*OIC*”) associated with the Township Deputy on any shift. Any OIC payment to the Township Deputy will be the sole responsibility of the County and cannot be passed through the Township under this Agreement.

The Township will not be charged for any overtime associated with the Township Deputy, unless such overtime is a direct result of services performed on behalf of or within the Township’s jurisdiction by the Township Deputy. All overtime cost incurred by the Township Deputy but not a direct result of services performed on behalf of or within the Township’s

jurisdiction shall be the responsibility of the County and cannot be passed through to the Township under this Agreement.

3. Vehicle. The Township shall bear the sole cost and expense of purchasing a road cruiser with all the required equipment (the "*Cruiser*") for use by the Township Deputy. The Township shall pay all costs associated with maintaining such Cruiser, including but not limited to gas, oil, routine maintenance and service and repairs.

The Cruiser shall be titled in the name of the "Auglaize County Commissioners" so that plates, registration and insurance can be maintained. Cost associated with plates, registration and insurance shall be at the expense of the County. In the event that the Cruiser is damaged, destroyed or otherwise requires an insurance claim to be made regarding the Cruiser, the proceeds of such claim shall be paid to the Township. The Township shall have the sole decision on whether to repair or replace the Cruiser with such proceeds. Any deductible associated with an insurance claim involving the Cruiser shall be the responsibility of the Township.

In the event that this Agreement is terminated by either party or in the event that the Township ceases to pursue police protection services within its jurisdiction, the County shall have the right to purchase the Cruiser at the appraised fair market value. In the event that the Township needs to seek additional levy dollars in order to continue police protection services within its jurisdiction, the right of the County to purchase the Cruiser according to the above terms shall be tolled until such time that the Township ceases to actively pursue such levy funding. The Township has the sole and absolute discretion to determine whether or not to pursue levy funding as related to this agreement. For clarification, the Township shall have the right to continue under the terms of this agreement until such time as all funds are depleted or such earlier time that notice is given to the other party.

4. Term. This Agreement shall being as of the Effective Date and continue until December 31, 2025. The Agreement can be terminated by the mutual written agreement of the Parties.

5. Disability Coverage. Should the Township Deputy be unable to perform his or her duties for a period in excess of three (3) weeks, due to disability or otherwise, the Parties shall meet and use good faith efforts to reach a mutually agreeable resolution as to continued service options under this Agreement. Such provision shall not apply to approved vacation of the Township Deputy.

6. Duties. The Parties agree and understand that the duties of the Township Deputy remain subject to and are under the direct control of the Sheriff. In the event that the Sheriff determines that the designated Township Deputy needs to be changed, the Sheriff shall notify the Township of such change.

7. Entire Agreement. Except as expressly provided otherwise herein, this Agreement represents the entire agreement among the Parties, except that the Parties agree that this Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original but all counterparts together shall constitute a single agreement.




8. Governing Law. The parties agree that this Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date set forth above.



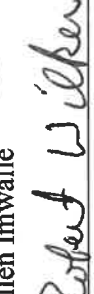
SHERIFF:


Michael Vorhees

AUGLAIZE COUNTY COMMISSIONERS:


John N. Bergman

Douglas A. Spencer

David Bambauer

ST. MARYS TOWNSHIP TRUSTEES:


Chad Elishoff

Allen Imwalle

Robert Wilker

Approved as to form:

Edwin Pierce
Prosecuting Attorney
Auglaize County, Ohio

IN THE MATTER OF APPROVING THE AMENDMENT NO. 1 TO THE RECORDS MANAGEMENT AND IMAGING SYSTEM AGREEMENT WITH GOVOS, INC. FOR THE AUGLAIZE COUNTY RECORDER; AND AUTHORIZING THE PRESIDENT OF SAID BOARD TO EXECUTE THE AMENDMENT NO. 1.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Recorder Emily K. Schlenker presented to the Board of County Commissioners a Records Management and Imaging System Agreement between Auglaize County, Ohio (“CLIENT”) and GovOS, Inc. (“GovOS”) is the corporate affiliate to Kofile and the successor-in-interest to the Agreement; and,

WHEREAS, this Agreement was approved on October 18, 2018, in Resolution #18-419; and,

WHEREAS, the Auglaize County Recorder has presented to the Board of County Commissioners an Amendment No. 1 to the Records Management and Imaging System Agreement that the current term of the Services provided pursuant to the Agreement expires February 3, 2024 and the Client and GovOS wish to extend the provision of the Services for an additional five (5) years.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the Amendment No. 1 to the Records Management and Imaging System Agreement as presented by GovOS, Inc.; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the President to execute the Amendment No. 1 to the Records Management and Imaging System Agreement between Auglaize County, Ohio and GovOS, Inc.

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

Adopted this
19th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, ye
Douglas A. Spencer

David Bambauer, ye
David Bambauer

cc: Recorder
GovOS, Inc.



AMENDMENT NO. 1 TO
AGREEMENT FOR RECORDS MANAGEMENT AND IMAGING SYSTEM

This Amendment (this "**Amendment**") is an amendment to that certain Agreement for Records Management and Imaging made effective on October 18, 2018 (the "**Agreement**"), by and between Auglaize County, Ohio (hereinafter "**Client**"), and GovOS, Inc. (hereinafter referred to as "**GovOS**"), and is made effective as of February 4, 2024 (the "**Amendment Effective Date**"). References to a "**Party**" mean Client or GovOS. References to the "**Parties**" mean Client and GovOS. Capitalized terms utilized but not defined herein shall have the meaning set forth in the Agreement.

BACKGROUND:

WHEREAS, Client and Kofile Technologies, Inc. ("**Kofile**") entered into the Agreement and GovOS is a corporate affiliate to Kofile and the successor-in-interest to the Agreement; and

WHEREAS, the current term of the Services provided pursuant to the Agreement expires February 3, 2024 and Client and GovOS wish to extend the provision of the Services for an additional five (5) years (the "**Extension Period**").

NOW, THEREFORE, in consideration for continued performance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree the Agreement is amended as follows:

AGREEMENT:

1. ASSIGNMENT. Client agrees to the assignment of the Agreement from Kofile to GovOS and GovOS hereby assumes all rights and obligations of Kofile under the Agreement. All references to Kofile in the Agreement are hereby amended to be GovOS.
2. EXTENSION PERIOD. The Parties hereby agree to extend the term of the Agreement for the Extension Period, which period shall expire on February 3, 2029.
3. EXTENSION PERIOD FEES. Fees payable to GovOS during the Extension Period shall be at the rates indicated in the table below:

Period:	Per Document Fees:
February 4, 2024 - February 3, 2025	\$4.00
February 4, 2025 - February 3, 2026	\$4.20
February 4, 2026 - February 3, 2027	\$4.41
February 4, 2027 - February 3, 2028	\$4.63
February 4, 2028 - February 3, 2029	\$4.86



4. ADDITIONAL DEFINITIONS. Subsection F of Section 2 of Schedule A "Additional Definitions for this Service Order" is hereby deleted in its entirety and replaced with the following:

"Third Party Software shall mean the software owned by third parties which Client either is afforded a subscription or license to which GovOS shall have the responsibility to maintain and support under this Service Order, the Agreement, or otherwise. GovOS is only responsible for Third Party Software support and maintenance on Third Party Software provided by GovOS under this Agreement."

5. HARDWARE OWNERSHIP AND RESPONSIBILITY. Subsection C "Hardware" of Section 8 of Schedule A "Hardware & Third-Party Software to be provided by GovOS" is hereby amended such that the subsection "Hardware" is deleted in its entirety and replaced with the following:

"Client will be responsible to maintain an adequate technical environment to operate the System including providing and maintaining any necessary hardware and equipment to meet the System requirements. Upon request, GovOS will identify System hardware requirements and recommend hardware and equipment that meets System requirements. GovOS (as successor in interest to Kofile) hereby conveys title and ownership "as is" and "where is" to any and all hardware and equipment previously provided to Client. GovOs makes no representations and disclaims any and all warranties with respect to the hardware or equipment."

6. SCOPE OF AMENDMENT. Except to the extent expressly modified herein, all of the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Amendment Effective Date.

GOVOS, INC.

By: *Josh Stanley*
Josh Stanley, CFO

CLIENT:

AUGLAIZE COUNTY, OHIO

By: *John N. Bergman*
Name: *John N. Bergman*
Its: *President*

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th of December, 2023.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

Public Defender Fund:		
Amount:	From:	To:
\$ 200.00	001.0605.530901 (Transcripts)	001.0605.534700 (Commission Compensation)
Real Estate Assessment Fund:		
Amount:	From:	To:
\$ 291.84	014.0012.536400 (Workers Comp)	014.0012.536600 (Hospitalization)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as 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
19th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: County Auditor
Public Defender

IN THE MATTER OF ACCEPTING THE PETITION AND BOND FOR THE FRAZIER #3 SINGLE COUNTY DITCH PROJECT; FIXING DATE OF VIEW AND HEARING FOR SAME.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on December 14, 2023 the Drainage Technician TJ Place filed with the Board of County Commissioners of Auglaize County, Ohio, a petition signed by Chad Ricketts, Evan Saunders, Jon Hager and Alan David as petitioners, to investigate the feasibility to replace an existing subsurface tile, install catch basins, make connections, and install sub-mains if required as needed in order to satisfy the prayer of the petition. If and when the project has been completed, the landowners shall have the drainage improvements placed on permanent County Maintenance as per Section 6131 and 6133 of the Ohio Revised Code.

Said petition being located in Section 3 of Duchouquet Township, Auglaize County, Ohio;

Commencing with at an existing catch basin located approximately 20 feet East of the Reichelderfer Road and approximately 2,070 feet North of Buckland Holden Road, in the Northeast Quarter of Section 3 Duchouquet Township in Auglaize County Ohio; Thence West and Southeasterly in direction through the Chad Ricketts (B05-003-007-00) and Evan Saunders (B05-003-006-00) properties for approximately 1,650 feet with a subsurface drainage tile to the East Right of Way of the CSX Transportation Railroad located approximately 2,010 feet due North of Buckland Holden Road; Thence West (perpendicular to railroad tracks) under the CSX railroad tracks for approximately 100 feet; Thence turning and continuing tin a Southwesterly direction for approximately 3,000 feet across the Sandra Klaus (B05-003-003-00) property, through Buckland Holden Road, across the Hager Properties LLC (B05-010-005-00) to a point approximately 220 feet due South of Buckland Holden Road and approximately 890 feet east of Hauss Road; Thence turning on the Hager property and continuing West across the Hager property and through Hauss Road to a point at the west right of way of Hauss Road approximately 350 feet South of Buckland Holden Road; Thence turning and continuing across the Sandra Klaus (B05-009-004-00) property and Kyle Perry (B05-009-005-01) properties for approximately 885 feet to a point approximately 1,040 feet due South of Buckland Holden Road and approximately 600 feet west of Hauss Road; Thence turning and continuing in a westerly direction across the Kyle Perry, Thomas Schroeder (B05-009-003-00), Klosterman Farms (B05-009-002-02), and Karl Schlegel (B05-009-0001-00) properties at a point approximately 550 feet due south of Buckland Holden Road and approximately 1,150 feet due east of Wapak-Cridersville Road; Thence turning and continuing in a Northerly direction across the Schlegel property for approximately 550 and there to terminate at the headwall of the Frazier #2 open ditch. The above subsurface tile being located in the Northeast Quarter of Section 3, the South Half of Section 3, The Northwest Quarter of Section 10 and the North Half of Section in Duchouquet Township in Auglaize County, Ohio.

Said improvement is to be known as the Frazier #3 Single County Ditch. The above described construction; all cost of engineering, construction and future maintenance shall be assessed to the benefitting parcels of ground as described in Section 6131 of the Ohio Revised Code. Exact sizes, depth and location will be depth and location will be determined at the time of the engineering study between the first and second hearings; and,

WHEREAS, it appears to said Board that the proper bond has been filed with the petition, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost made by the Engineer in making his survey, maps, plans, profiles and schedules, if the prayer of the petition is not granted, or if said petition is for any cause dismissed.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby accept the petition and bond for the Frazier #3 Single Ditch Project; setting the **30th day of January, 2024, at 1:30 p.m., local time**, meeting in the Assembly Room-2nd Floor, Administration building, Wapakoneta, Ohio as the time and place for the view thereon; and,

BE IT FURTHER RESOLVED that the **29th day of February, 2024 at 1:30 p.m. local time**, in the Assembly Room – 2nd Floor, Administration Building, Wapakoneta, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and,

BE IT FURTHER RESOLVED that notice of said view and hearing to be given as requested by law.

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

Adopted this
19th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman,
John N. Bergman

Douglas A. Spencer,
Douglas A. Spencer

David Bambauer,
David Bambauer

✓ cc: County Engineer

SINGLE COUNTY DITCH PETITION

Revised Code, Secs. 6131.04; 6133.02, .03

To the Board of Auglaize County Commissioners Wapakoneta, Ohio, 12/14, 2023

In the Matter of the FRAZIER #3 Single County Ditch;

LOCATE, INSTALL SUBSURFACE TILE and CATCH BASINS, ATTACH and INSTALL LATERALS

Proceedings to: To investigate the feasibility to replace an existing subsurface tile, install catch basins, make connections, and install sub-mains if required. If and when the project has been completed, the landowners shall have the drainage improvements placed on Permanent County Maintenance as per Section 6131 and 6133 of the Ohio Revised Code.

Petitioned for by: **CHAD RICKETTS** and others,

The undersigned hereby makes application to your honorable body for: To locate the existing tile, replace and install new subsurface tile and catch basins, make lateral connections, install fittings and elbows, removal and disposal of brush, and place erosion control as needed in order to satisfy the prayer of the Petition.

The construction of the improvement is necessary, and will be conducive to the public welfare. The following is the course and termini of said improvement, to wit:

Commencing at an existing catch basin located approximately 20 feet East of the Reichelderfer Road and approximately 2,970 feet North of Buckland Holden Road, in the Northeast Quarter of Section 3, Duchouquet Township in Auglaize County Ohio; Thence West and Southeasterly in direction through the Chad Ricketts (B05-003-007-00) and Evan Saunders (B05-003-006-00) properties for approximately 1,650 feet with a subsurface drainage tile to the East Right of Way of the CSX Transportation Railroad located approximately 2,010 feet due North of Buckland Holden Road; Thence West (perpendicular to railroad tracks) under the CSX railroad tracks for approximately 100 feet; Thence turning and continuing in a Southwest direction for approximately 3,000 feet across the Sandra Klaus (B05-003-003-00) property, through Buckland Holden Road, across the Hager Properties LLC (B05-010-005-00) to a point approximately 220 feet due South of Buckland Holden Road and approximately 890 feet east of Hauss Road; Thence turning on the Hager property and continuing West across the Hager property and through Hauss Road to a point at the west right of way of Hauss Road approximately 350 feet South of Buckland Holden Road; Thence turning and continuing across the Sandra Klaus (B05-009-004-00) property and Kyle Perry (B05-009-005-01) properties for approximately 885 feet to a point approximately 1,040 Feet due South of Buckland Holden Road and approximately 600 feet west of Hauss Road; Thence turning and continuing in a westerly direction across the Kyle Perry, Thomas Schroeder (B05-009-003-00), Klosterman Farms (B05-009-002-02), and Karl Schlegel (B05-009-001-00) properties at a point approximately 550 feet due south of Buckland Holden Road and approximately 1,150 feet due east of Wapak-Cridersville Road; Thence turning and continuing in a Northerly direction across the Schlegel property for approximately 550 and there to terminate at the headwall of the Frazier #2 open ditch. The above subsurface tile being located in the Northeast Quarter of Section 3, the South Half of Section 3, The Northwest Quarter of Section 10 and the North Half of Section 9 in Duchouquet Township in Auglaize County, Ohio.

The exact size(s) or dimensions and location(s) of said ditch construction shall be determined by the Auglaize County Engineer at the time of the Survey and Design of the proposed drainage petition.

All cost of engineering, construction and future maintenance shall be assessed to the benefitting parcels of ground. Exact sizes, depth and location will be determined at the time of the engineering study between the first and second hearings.

A list of names and addresses, where known, of all landowners which the Petitioner claims will be benefitted or damaged by the construction of the proposed improvement is attached.

Petitioners:



DEC 14 2023

Board of
County Commissioners

BOND FOR THE FRAZIER #3 SINGLE DITCH PETITION
(TO BE FILED WITH THE DITCH PETITION)

Revised Code, Sec. 6131.06

KNOW ALL MEN BY THESE PRESENTS; That we, **CHAD RICKETTS** as principal, and as sureties, are held and firmly bound unto the State of Ohio, in the sum of **FIFTEEN HUNDRED DOLLARS (\$1,500.00)** 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 at Wapakoneta, Ohio, on this

14th day of December 2023.

RECEIVED
DEC 14 2023
Board of
County Commissioners

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, Whereas, on the

14th day of December 2023.

CHAD RICKETTS and others have filed their petition with the Clerk of the County Commissioners

To install subsurface tile, make lateral connections to existing drainage lines, install fittings and elbows, and place catch basins or manholes as required to satisfy the prayer of the petition.

Petitioned for by **CHAD RICKETTS** and others, the following being the course and termini of said proposed improvement, to-wit:

Commencing at an existing catch basin located approximately 20 feet East of the Reichelderfer Road and approximately 2,970 feet North of Buckland Holden Road, in the Northeast Quarter of Section 3, Duchouquet Township in Auglaize County Ohio; Thence West and Southeasterly in direction through the Chad Ricketts (B05-003-007-00) and Evan Saunders (B05-003-006-00) properties for approximately 1,650 feet with a subsurface drainage tile to the East Right of Way of the CSX Transportation Railroad located approximately 2,010 feet due North of Buckland Holden Road; Thence West (perpendicular to railroad tracks) under the CSX railroad tracks for approximately 100 feet; Thence turning and continuing in a Southwest direction for approximately 3,000 feet across the Sandra Klaus (B05-003-003-00) property, through Buckland Holden Road, across the Hager Properties LLC (B05-010-005-00) to a point approximately 220 feet due South of Buckland Holden Road and approximately 890 feet east of Hauss Road; Thence turning on the Hager property and continuing West across the Hager property and through Hauss Road to a point at the west right of way of Hauss Road approximately 350 feet South of Buckland Holden Road; Thence turning and continuing across the Sandra Klaus (B05-009-004-00) property and Kyle Perry (B05-009-005-01) properties for approximately 885 feet to a point approximately 1,040 Feet due South of Buckland Holden Road and approximately 600 feet west of Hauss Road; Thence turning and continuing in a westerly direction across the Kyle Perry, Thomas Schroeder (B05-009-003-00), Klosterman Farms (B05-009-002-02), and Karl Schlegel (B05-009-001-00) properties at a point approximately 550 feet due south of Buckland Holden Road and approximately 1,150 feet due east of Wapak-Cridersville Road; Thence turning and continuing in a Northerly direction across the Schlegel property for approximately 550 and there to terminate at the headwall of the Frazier #2 open ditch. The above subsurface tile being located in the Northeast Quarter of Section 3, the South Half of Section 3, The Northwest Quarter of Section 10 and the North Half of Section 9 in Duchouquet Township in Auglaize County, Ohio.

The exact size(s) or dimensions and location(s) of said ditch construction shall be determined by the Auglaize County Engineer at the time of the Survey and Design of the proposed drainage petition.

Now, if the said **CHAD RICKETTS** and others, will pay the cost of all notices, plus any other incidental expenses, except the cost made by the Engineer in making his survey, maps, plans, profiles, and schedules, if the prayer of the petition is not granted or if said petition is for any cause dismissed, then this obligation shall be void, otherwise, it shall be and remain in full force and virtue in law.

The above bond is approved this 5 day of November 2023

Linda Bice
Auglaize County Auditor

Chad Ricketts
Petitioner

E. Hauss
co-petitioner or landowner

IN THE MATTER OF GRANTING AN ANNEXATION OF 0.72 ACRES, MORE OR LESS, TO THE VILLAGE OF CRIDERSVILLE FROM DUCHOUQUET TOWNSHIP; PETITIONED BY ELIZABETH AND NATHAN FRIED; FILED BY NATHAN FRIED, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on December 14, 2023, a petition for annexation of a total of 0.72 acres, more or less, was filed as an Expedited Type 1, with the Office of the Board of County Commissioners by Nathan Fried; and,

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

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

and,

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

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

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 0.72 acres, more or less, to the Village of Cridersville as petitioned by the Elizabeth and Nathan Fried filed by Nathan Fried, Agent, by pursuant to ORC Section 709.022.

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

Adopted this
19th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

cc: County Auditor
County Engineer
Nathan Fried, Agent
Duchouquet Township Trustees
Village of Cridersville

Annexation Petition

The undersigned, ELIZABETH FRIED AND NATHAN FRIED, hereinafter referred to as Petitioners, are owners of the following real property located in the township of Duchouquet, County of Auglaize and State of Ohio, to-wit:

Tract 1:

Exhibit "A" Legal description as noted in Volume 703, Page 5891, Auglaize County Recorder's Official Records is owned by ELIZABETH FRIED AND NATHAN FRIED.

Prior Deed Reference: Volume 672, Page 2137, Auglaize County Recorder's Office.

Tax Parcel No. B05-343-004-00

Premises known as 723 Woodridge Dr, Cridersville, Ohio 45806

Tract 2:

Exhibit "B" Legal description as noted in Volume 703, Page 5891, Auglaize County Recorder's Official Records is owned by ELIZABETH FRIED AND NATHAN FRIED.

Prior Deed Reference: Volume 672, Page 2137, Auglaize County Recorder's Office.

Tax Parcel No. B05-341-003-06

Premises known as 723 Woodridge Dr, Cridersville, Ohio 45806

A copy of the plat of the real estate is attached to this petition.

The owners of the real estate and the mailing address are the following:

ELIZABETH FRIED AND NATHAN FRIED, whose address is 723 Woodridge Dr., Cridersville, Ohio 45806.

Petitioners represent that they are One Hundred Percent (100%) of the owners of the property described above.

Petitioners therefore petition to annex their property to the Village of Cridersville from the Township of Duchouquet pursuant to Ohio Revised Code Section 709.022. The petitioners represent that the property is not unreasonably large and that on balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the petition is granted.

Attached to this petition is an original copy of the annexation agreement of the Village of Cridersville and Duchouquet Township.

The undersigned hereby appoints and designates, Nathan Fried, as agent for the petitioners, 723 Woodridge Dr, Cridersville, Ohio 45806.

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

11-29-2023

Date:



Nathan Fried

723 Woodridge Dr

Cridersville, Ohio 45806

I hereby accept the designation as agent for petitioners, dated this 29th day of NOVEMBER, 2023.



Nathan Fried

723 Woodridge Dr

Cridersville, Ohio 45806

419-296-8884

Freedom28@gmail.com

Expedited Type 1 Annexation

The owners of 723 Woodridge Dr., Cridersville, Duchouquet Township, Auglaize County, Ohio, Nathan Fried & Elizabeth Fried, herewith petition to annex into the Village of Cridersville limits.

The following described real property is as described:

Tract 1:

Situated in the Township of Duchouquet, County of Auglaize and State of Ohio:
Lot Number 57, in Meadowbrook Place #1, Duchouquet Township, Auglaize County, Ohio

Tract 2:

Situated in the Township of Duchouquet, County of Auglaize and State of Ohio:
Being a parcel of land situated in Duchouquet Township, Auglaize County Ohio in the northwest ¼ of Section 34, Township 4 South, Range 6 East and being more particularly described as follows:
Beginning for the same at the southeast corner of Lot 57 in Meadowbrook Place #1 –
Thence on and along the west line of Woodridge Drive with a curve to the left with a radius of 205.00 feet, an arc length of 27.28 feet, a chord bearing south 9°-23'-49" east, for a distance of 27.26 feet to a 5/8 inch iron pin set-
Thence south 88°-30'-50" west, for a distance of 110.61 feet to a 5/8 inch iron pin set-
Thence north 31°-00'-00" west, for a distance of 31.02 feet to a point-
Thence on and along the south line of Lot 57 in Meadowbrook Place #1, north 88°-30'-50" east, for a distance of 122.14 feet to the point of beginning.

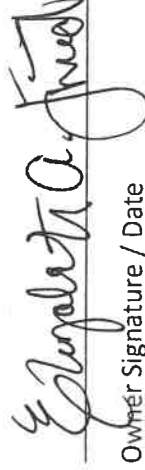
Containing in all 0.072 acres of land, subject, however to all legal easements and rights-of-way.

Parcel numbers: B05-343-004-00 and B05-341-003-06



10-11-23

Owner Signature / Date



10/11/23

Owner Signature / Date

B0534100306

RALEIGH CREEK (REAR)

FRIED ELIZABETH &

Address
 Unit
 Class
 Land Use Code
 Tax Roll
 Neighborhood
 Acres
 Taxing District
 District Name
 School District
 Gross Tax Rate
 Effective Tax Rate

RALEIGH CREEK (REAR) DR
 R - RES
 501 - R - RES,0-9.99 AC
 RP_OH
 00230003 - MEADOWBROOK PLACE/TOWNSHIP
 .072
 B05
 DUCHOUQUET TWP
 Wapakoneta City Schools
 50.64
 40.24

Tax Year
 Owner
 Address

2023
 FRIED ELIZABETH &
 NATHAN
 723 WOODRIDGE DR
 CRIDERSVILLE OH 45806

Homestead Exemption
 2.5% Reduction

NO
 NO

Line #	Land Class	Land Type	Land Code	Square Feet	Acres	Rate	Market Land Value
1	-	A-ACREAGE	8-Residual	3,136	.0720		\$610.00
Total:							\$610.00

Line #
 Land Type
 Land Code
 Square Feet
 Acres
 Land Units
 Actual Frontage
 Effective Frontage

1
 A-ACREAGE
 8-Residual
 3,136
 .0720

Date	Price	Auglaize Trans#	Conv#	Validity	Sale Type	Instrument	Book	Page
02-JUN-2020	\$244,900		353	1-MULTI PCL	2-L&B	WS-WARRANTY/SURVIVORSHIP DEED		
05-JAN-2017	\$210,000		9	1-MULTI PCL	1-LAND	GW-GENERAL WARRANTY		
10-NOV-2014	\$240,000		830	1-MULTI PCL	1-LAND	SV-SURVIVORSHIP		
18-JUN-2007	\$213,750		520	N-N/C	1-LAND	SV-SURVIVORSHIP		
05-JAN-2007	\$10,000		27	1-MULTI PCL	1-LAND	SV-SURVIVORSHIP		

Sale Date
 Sale Price
 Sale Type
 Auglaize Trans#
 Conveyance #

02-JUN-2020
 \$244,900
 2-L&B
 353

Book / Page
Source

4-OTHER - DEED OR OTHER SOURCE

Seller

HOLYSZKO GABRIELLE R &

Buyer

FRIED ELIZABETH &

Instrument Type

WS-WARRANTY/SURVIVORSHIP DEED

Validity

1-MULTI PCL

State Code

-

of Parcels

2

Total Appraised

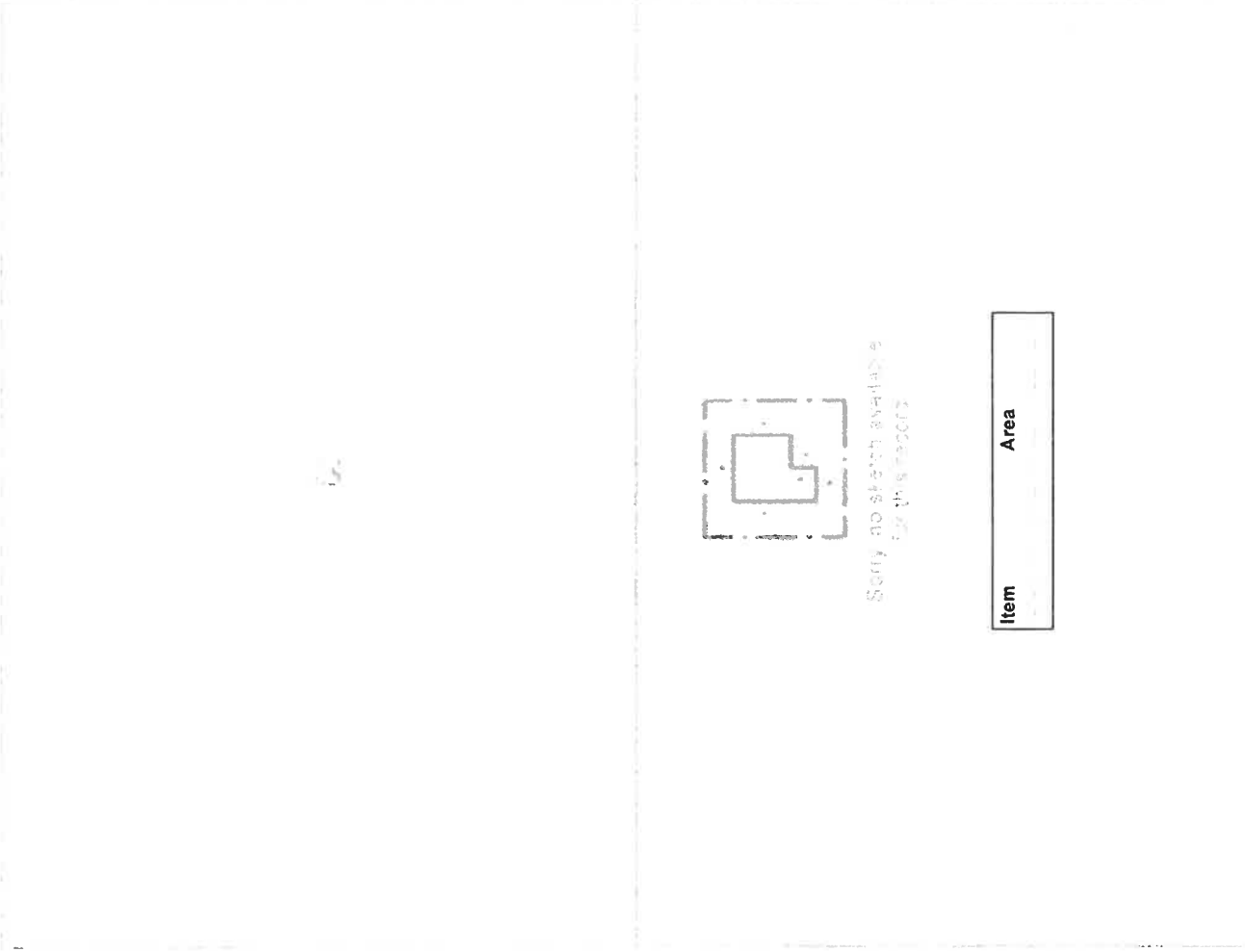
Note1

Note2

Sale Key

85468

Summary datalet error



Pursuant to Ohio Revise Code Section 709.02(D), following is a list of all tracts proposed for annexation and all tracts adjacent to that territory, including the name and mailing address of the owner of each tract and permanent parcel numbering system.

Tracts proposed for Annexation

Nathan Fried & Elizabeth Fried Approximately 0.31 acres Duchouquet Township

723 Woodridge Dr 1 Reg Lot & 1 Residual Lot

Cridersville, Ohio 45806 (mailing address) B05-343-004-00 and B05-341-003-06

723 Woodridge Dr

Cridersville, Ohio 45806 (physical address)

Tracts adjacent to the territory proposed for Annexation

Marilyn S. Shutt

Approximately 0.375 acres Duchouquet Township

2500 Glen Arbor Dr

1 Reg Lot & 1 Residual Lot

Lima, Ohio 45805 (mailing address)

B05-343-003-00 and B06-341-001-01

719 Raleigh Creek Dr

Cridersville, Ohio 45806 (physical address)

Zachariah Stratton

Approximately 0.249 acres Duchouquet Township

722 Woodridge Dr

1 Homestead

Cridersville, Ohio 45806 (mailing address)

B05-343-005-00

722 Woodridge Dr

Cridersville, Ohio 45806 (physical address)

Joel A. Perkins

721 Woodridge Dr

Cridersville, Ohio 45806 (mailing address)

721 Woodridge Dr

Cridersville, Ohio 45806 (physical address)

Approximately 0.5 acres of Village of Cridersville

1 Homesite

B06-343-014-00

Exhibit "A"

Situated in the Township of Duchouquet, County of Auglaize and State of Ohio:

Lot Number 57, in Meadowbrook Place #1, Duchouquet Township, Auglaize County, Ohio

Exhibit "B"

Situated in the Township of Duchouquet, County of Auglaize and State of Ohio:

Being a parcel of land situated in Duchouquet Township, Auglaize County Ohio in the northwest ¼ of Section 34, Township 4 South, Range 6 East and being more particularly described as follows:

Beginning for the same at the southeast corner of Lot 57 in Meadowbrook Place #1 –

Thence on and along the west line of Woodridge Drive with a curve to the left with a radius of 205.00 feet, an arc length of 27.28 feet, a chord bearing south 9° -23' -49" east, for a distance of 27.26 feet to a 5/8 inch iron pin set-

Thence south 88° -30' -50" west, for a distance of 110.61 feet to a 5/8 inch iron pin set-

Thence north 31° -00' -00" west, for a distance of 31.02 feet to a point-

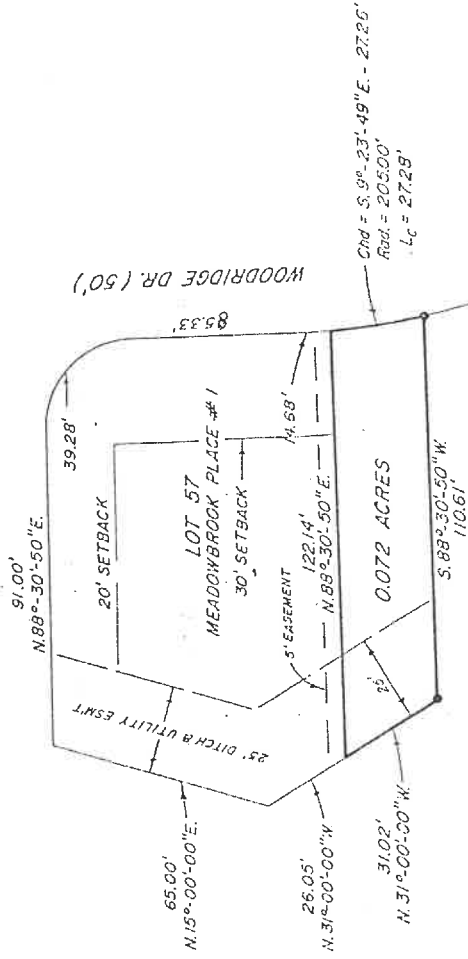
Thence on and along the south line of Lot 57 in Meadowbrook Place #1, north 88° -30' -50" east, for a distance of 122.14 feet to the point of beginning.

Containing in all 0.072 acres of land, subject, however to all legal easements and rights-of-way.

Parcel numbers: B05-343-004-00 and B05-341-003-06

PLAT OF A SURVEY
 IN THE NORTHWEST ¼
 OF SECTION 34, T4S-R6E,
 DUCHOUQUEE TOWNSHIP,
 AUGLAIZE COUNTY, OHIO

RALEIGH CREEK DR. (50')



• - DENOTES 5/16" IRON PIN SET



Robert E. Chambers
 Reg. Surveyor #6601



Signature by a representative of the County Health Dept.
 denotes compliance with Health Regulations.
 Signed: _____ Date: _____

Signature by a representative of City with 3 mile limit juris-
 diction or Twp. Trustees or Village with zoning jurisdiction
 denotes approval of this plat. Signed: _____ Date: _____
 for political S. D. of: _____

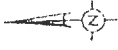
Signature by a representative of the Auglaize County Regional
 Planning Commission denotes approval of this plat.
 Signed: _____ Date: _____

Signature by a representative of the County Engineer's Dept.
 denotes that this plat meets tax map requirements.
 Signed: _____ Date: _____

Sheldon & Associates, Inc.
 1200 H. Cole St.
 Lima, Ohio 45601

Client Norman Shutt
 County Auglaize Twp. Duchouquet Sec. 34
 Drawn by D.K. Scale _____ Drawn No. 1376
 Checked by Z Date 10/2/50
 Sheet 1 of 2 (T. S. R. E)

N-540



DESCRIPTION
JOB #14,376

Scale:

Being a parcel of land situated in Duchouquet Township, Auglaize County, Ohio in the northwest 1/4 of Section 34, Township 4 South, Range 6 East and being more particularly described as follows:

Beginning for the same at the southeast corner of Lot 57 in Meadowbrook Place #1 -

Thence on and along the west line of Woodridge Drive with a curve to the left with a radius of 205.00 feet, an arc length of 27.28 feet, a chord bearing south 9°-23'-49" east, for a distance of 27.26 feet to a 5/8 inch iron pin set -


Thence south 66°-30'-50" west, for a distance of 110.61 feet to a 5/8 inch iron pin set -

Thence north 31°-00'-00" west, for a distance of 31.02 feet to a point -

Thence on and along the south line of Lot 57 in Meadowbrook Place #1, north 88°-30'-50" east, for a distance of 122.14 feet to the point of beginning.

Containing in all 0.072 acres of land, subject, however to all legal easements and rights-of-way.

Note: All bearings refer to the south line of Lot 57 in Meadowbrook Place #1 as being north 88°-30'-50" east.


Robert E. Chambers
Reg. Surveyor #6081

Signature by a representative of the County Health Dept. denotes compliance with Health Regulations. Signed: _____ Date: _____	Signature by a representative of the Auglaize County Regional Planning Commission denotes approval of this plat. Signed: _____ Date: _____
Signature by a representative of City with 3 mile limit jurisdiction or Twp, Trustees or Village with zoning jurisdiction denotes approval of this plat. Signed: _____ Date: _____ for political S. D. of: _____	Signature by a representative of the County Engineer's Dept. denotes that this plat meets tax map plat requirements. Signed: _____ Date: _____
Sheldon & Associates, Inc. 1280 N. Colic St. Lima, Ohio 45801 N-54	Client <u>Norman Shultz</u> County <u>Auglaize</u> Twp. <u>Duchouquet</u> Sec. <u>34</u> Drawn by _____ Scale _____ Drwg. No. <u>14-376</u> Checked by _____ Date <u>10/12/90</u> Sheet <u>2</u> of <u>2</u> (T. 4 S. R. 6 E)



20200002869 Pages: 2
Filed for Record in AUGLAIZE County, Ohio
Emily K. Schlenker, Recorder
06/02/2020 02:28 PM Recording Fees: \$34.00
SURVIV DEED OR 703 / p5891 - p5892

353

CONVEYANCE HAS BEEN EXAMINED AND THE
RECORDING OFFICER HAS COMPLETED WITH SECTION 319.202

THE REVISIONS COULD

BE

EXEMPT

BY SCHULER
REFERRED ON 10.2.2020
H/K

WARRANTY DEED (WITH SURVIVORSHIP)

KNOW ALL MEN BY THESE PRESENTS:

That **GABRIELLE R. DEVROY** aka **GABRIELLE R. HOLYSZKO** AND **ANDREW DEVROY**, husband and wife, for valuable consideration paid, grant with general warranty covenants to **ELIZABETH FRIED AND NATHAN FRIED**, husband and wife, the Grantees, *for their joint lives, remainder to the survivor of them*, whose tax mailing address is **723 WOODRIDGE DR, CRIDERSVILLE, OH, 45806**, the following described **Real**

Property:

TRACT 1:

Situated in the Township of Duchouquet, County of Auglaize and State of Ohio:

Lot Number 57, in Meadowbrook Place #1, Duchouquet Township, Auglaize County, Ohio.

TRACT 2:

Situated in the Township of Duchouquet, County of Auglaize and State of Ohio:

Being a parcel of land situated in Duchouquet Township, Auglaize County Ohio in the northwest ¼ of Section 34, Township 4 South, Range 6 East and being more particularly described as follows:

Beginning for the same at the southeast corner of Lot 57 in Meadowbrook Place #1 -

Thence on and along the west line of Woodridge Drive with a curve to the left with a radius of 205.00 feet, an arc length of 27.28 feet, a chord bearing south 9°-23'-49" east, for a distance of 27.26 feet to a 5/8 inch iron pin set-

Thence south 88°-30'-50" west, for a distance of 110.61 feet to a 5/8 inch iron pin set-

Thence north 31°-00'-00" west, for a distance of 31.02 feet to a point-

Thence on and along the south line of Lot 57 in Meadowbrook Place #1, north 88°-30'-50" east, for a distance of 122.14 feet to the point of beginning.

Containing in all 0.072 acres of land, subject, however to all legal easements and rights-of-way.

Property Address: 723 Woodridge Drive, Cridersville, Ohio 45806
Parcel Numbers: B05-343-004-00 and B05-341-003-06

Taxes and assessments to be pro-rated to the date of closing.
Prior Instrument Reference: OR Volume 672, Page 2137 of the Deed Records of Auglaize County, Ohio.



And for valuable consideration, we, **GABRIELLE R. DEVROY fka GABRIELLE R.**

HOLYSZKO AND ANDREW DEVROY, husband and wife, do hereby remise, release and

forever quit-claim unto the said Grantee, their heirs and assigns, all our right and expectancy of

DOWER in the above described premises.

Signed this 2nd day of June, 2020.


GABRIELLE R. DEVROY fka
GABRIELLE R. HOLYSZKO


ANDREW DEVROY

ACKNOWLEDGEMENT

STATE OF Ohio

COUNTY OF Allen, SS:

The foregoing instrument was acknowledged before me this 2nd day of June, 2020, by **GABRIELLE R. DEVROY fka GABRIELLE R. HOLYSZKO AND ANDREW DEVROY**, husband and wife.


Notary Public

THIS INSTRUMENT PREPARED BY:
Douglas A. Daley, Attorney at Law
1728 Allentown Road, Lima, Ohio 45805



STACI L. FREEMAN
Notary Public, State of Ohio
My Commission Expires
July 24, 2023

DOUG DALEY
BOX

20200002869

I certify this to be a true copy of the original writ with the endorsement thereon.
For the Village of Cridersville, Ohio

By *Saylor West*
Clerk

COUNCIL PERSON	YES	NO
BAILEY	X	
THOMPSON	X	
WEST	X	
LAUCK	X	
NUMBERS	X	
COOK	X	

VILLAGE OF CRIDERSVILLE, AUGLAIZE COUNTY, OHIO
RESOLUTION NO. 2470

**A RESOLUTION ACCEPTING
ANNEXATION AGREEMENT AND DECLARING AN EMERGENCY.**

WHEREAS, the property as outlined in the Annexation Agreement and owned by Elizabeth Fried and Nathan Fried (the "Petitioners") is not located within the boundaries of the Village but is located in Duchouquet Township; and

WHEREAS, it is deemed to be in the best interest of the citizens of the Village of Cridersville to accept annexation of the Petitioners' property and to also accept the proposed Annexation Agreement; and

WHEREAS, the Village desires to proceed with the execution of the Annexation Agreement to expedite the approval of the annexation;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF CRIDERSVILLE, STATE OF OHIO:

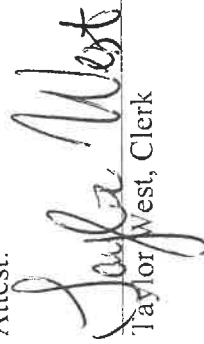
1. Council hereby approves the Annexation Agreement between the Village and Duchouquet Township. (See Exhibit A attached hereto)
2. That the Council hereby authorizes the Mayor to execute the Annexation Agreement on behalf of the Village and to assist in completing the annexation process.

That this Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and shall take effect and be in force from and after its passage. The reason for said declaration of emergency is to provide the annexation area with village services at the earliest possible time period and to make those services available immediately after the annexation becomes effective as required by the Annexation Agreement referred to in the preamble above.

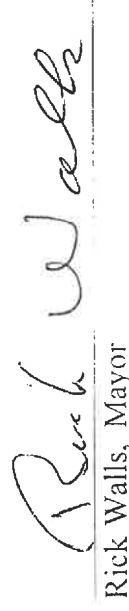
Passed December 11, 2023

Vote Yes No

Attest:


Taylor West, Clerk

Approved December 11, 2023


Rick Walls, Mayor

Annexation Petition

The undersigned, ELIZABETH FRIED AND NATHAN FRIED, hereinafter referred to as Petitioners, are owners of the following real property located in the township of Duchouquet, County of Auglaize and State of Ohio, to-wit:

Tract 1:

Exhibit "A" Legal description as noted in Volume 703, Page 5891, Auglaize County Recorder's Official Records is owned by ELIZABETH FRIED AND NATHAN FRIED.

Prior Deed Reference: Volume 672, Page 2137, Auglaize County Recorder's Office.

Tax Parcel No. B05-343-004-00

Premises known as 723 Woodridge Dr, Cridersville, Ohio 45806

Tract 2:

Exhibit "B" Legal description as noted in Volume 703, Page 5891, Auglaize County Recorder's Official Records is owned by ELIZABETH FRIED AND NATHAN FRIED.

Prior Deed Reference: Volume 672, Page 2137, Auglaize County Recorder's Office.

Tax Parcel No. B05-341-003-06

Premises known as 723 Woodridge Dr, Cridersville, Ohio 45806

A copy of the plat of the real estate is attached to this petition.

The owners of the real estate and the mailing address are the following:

ELIZABETH FRIED AND NATHAN FRIED, whose address is 723 Woodridge Dr., Cridersville, Ohio 45806.

Petitioners represent that they are One Hundred Percent (100%) of the owners of the property described above.

Petitioners therefore petition to annex their property to the Village of Cridersville from the Township of Duchouquet pursuant to Ohio Revised Code Section 709.022. The petitioners represent that the property is not unreasonably large and that on balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the petition is granted.

Attached to this petition is an original copy of the annexation agreement of the Village of Cridersville and Duchouquet Township.

The undersigned hereby appoints and designates, Nathan Fried, as agent for the petitioners, 723 Woodridge Dr, Cridersville, Ohio 45806.

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

11-29-2023

Date:



Nathan Fried

723 Woodridge Dr

Cridersville, Ohio 45806



SHONDA MARTIN
Notary Public, State of Ohio
My Commission Expires

May 15th, 2026

Shonda Martin

12-12-23

I hereby accept the designation as agent for petitioners, dated this 29th day of NOVEMBER, 2023.

N. FRIED

Nathan Fried

723 Woodridge Dr

Cridersville, Ohio 45806

419-296-8884

Freedom28@gmail.com

ANNEXATION AGREEMENT
(Expedited Type One Annexation)

This Agreement is entered into this 25 day of October, 2023 between the Village of Cridersville, Ohio (the "Village") and the Board of Trustees of Duchouquet Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, Elizabeth Fried and Nathan Fried (the "Petitioners"), owners of the real estate in the territory hereinafter described (the "Property"), desires to annex the Property into the Village pursuant to the expedited process of annexation set forth in R.C. 709.021 and 709.022; and

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

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

1. Village Consent and Agreement. The Village consents to the annexation of the Property into the Village and agrees to provide sanitation, police, fire, water and sewer services to the residents of the Property at the same cost and under the same policies and conditions that such services are provided to other residents of the Village.

2. Township Consent The Township consents to the annexation of the Property into the Village.

3. The Property. The real property subject to this Agreement shall consist of two tracts, specifically parcels B05-343-004-00 and B05-341-006-06 (see "Exhibit A," attached), located in Duchouquet Township, Auglaize County, Ohio.

Tax Distribution. Following the annexation of the Property, the Township will continue to receive real estate tax revenues levied on the Property in accordance with the Ohio Revised Code.

6. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. Such provision shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

7. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

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

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

Signed and acknowledged:

THE VILLAGE OF CRIDERSVILLE

By: Rick Walk
Rick Walls, Mayor

THE BOARD OF TRUSTEES FOR
DUCHOUQUET TOWNSHIP

By: Rick Place
Rick Place, Trustee

By: Bruce Rohrbacher
Bruce Rohrbacher, Trustee

By: Dwight Steinke
Dwight Steinke, Trustee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Angela Elliott
Angela Elliott
Village Solicitor

Edwin A. Pierce
Edwin A. Pierce
Auglaize County Prosecutor



Shonda Martin

I certify this to be a true copy of the original
writ with the endorsement thereon.
For the Village of Cridersville, Ohio

Page 2 of 2 page

By: Taylor West
Clerk

County Commissioners Office
Auglaize County, Ohio
December 19, 2023

NO. #23-621

IN THE MATTER OF RECOMMENDING THE APPOINTMENT OF MARK HUBER TO THE MENTAL HEALTH AND RECOVERY SERVICES BOARD OF ALLEN, AUGLAIZE AND HARDIN COUNTIES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County is a participating county in the Mental Health and Recovery Services Board of Allen, Auglaize and Hardin Counties; and,

WHEREAS, the Board of Auglaize County Commissioners is to have three member appointments to this Mental and Recovery Services Board; and,

WHEREAS, a vacancy exists on said Board which is to be filled by an Auglaize County recommendation; and,

WHEREAS, Mark Huber has submitted a letter of interest to serve on said Mental Health and Recovery Services Board of Allen, Auglaize and Hardin Counties for a four year term commencing July 1, 2023 and terminating June 30, 2027; and,

WHEREAS, Mark Huber has accepted the nomination to serve as mentioned.

THEREFORE, BE IT RESOLVED by the Board of Commissioners, Auglaize County, Ohio, does hereby recommend to the Mental Health and Recovery Services Board of Allen, Auglaize and Hardin Counties that it offers the name Mark Huber for an appointment, for the term so stated above, to said Mental Health and Recovery Services Board on behalf of Auglaize County to the Director of the Ohio Department of Alcohol and Drug Addiction Services.

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

Adopted this
19th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman
Douglas A. Spencer yes
Douglas A. Spencer
David Bambauer yes
David Bambauer

cc: Allen/Auglaize/Hardin Counties Alcohol, Drug Addiction
and Mental Health Services Board
 Mark Huber

County Commissioners Office
Auglaize County, Ohio
December 19, 2023

NO. #23-622

IN THE MATTER OF AUTHORIZING PROJECT WORK ORDER NO. 9 TO THE MASTER SERVICE AGREEMENT WITH BUTLER, FAIRMAN AND SEUFERT, INC. FOR ENGINEERING SERVICES AT NEIL ARMSTRONG AIRPORT FOR THE 2024 GENERAL SERVICES.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 19th day of December, 2023.

Commissioner David Bambaauer moved the adoption of the following

RESOLUTION

WHEREAS, on March 2, 2021, in Resolution #21-085, the Board of County Commissioners approved and executed a Master Service Agreement with Butler, Fairman and Seufert, Inc. for professional services at the Neil Armstrong Airport for calendar year 2021 through 2026; and,

WHEREAS, Butler, Fairman and Seufert, Inc. have, at this time, presented to the Board of County Commissioners the Project Work Order No. 9 to the Master Service Agreement for Professional Services for the Project Number #9809 - 2024 General Services.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize Project Work Order No. 9 to the Master Service Agreement with Butler, Fairman and Seufert, Inc. for the professional services for the Project Number #9809 - 2024 General Services; and,

BE IT FURTHER RESOLVED that said Board authorizes the President of the Board, John N. Bergman, to execute Project Work Order No. 9 as presented.

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

Adopted this
19th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman
Douglas A. Spencer, yes
Douglas A. Spencer
David Bambaauer, yes
David Bambaauer

cc: Butler, Fairman and Seufert, Inc.
✓ Airport Authority
✓ Airport Manager
✓ ODOT
✓ FAA

EXHIBIT 1 - PROJECT WORK ORDER NO. 9

This Project Order (**ORDER**) is made part of and governed by the terms and provisions of the Master Agreement, dated as of the 2nd day of March 2021 ("**AGREEMENT**"), by and between

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

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

hereinafter called the **ENGINEER**.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the **AGREEMENT**.

Project Number: 9809

Short Title: 2024 General Services

Scope of Services/Fee: **ENGINEER** agrees to perform the following scope of services in accordance with the Payment Basis, Estimated Quantity of Services and Estimated Cost of Services set forth below. **ENGINEER** shall not perform services which exceed the Estimated Cost of Services without prior written notice to and approval by **OWNER**.

Detailed Scope of Services is set forth in Project Work Order Appendix A attached hereto.

Information and Services to be Furnished by Owner:

*The information and services the **OWNER** agrees to furnish is set forth in Project Work Order Appendix B attached hereto.*

Schedule of Services:

Total estimated time to complete performance of the services after authorized to proceed for each phase or category of the services is set forth in Project Work Order Appendix C attached hereto.

Payment Basis:

Compensation to be paid for the Scope of Services, including amounts and structure of payment is set forth in Project Work Order Appendix D attached hereto.


APPROVAL/ACCEPTANCE

Acceptance of the terms of this **ORDER** is acknowledged by the following signatures of the authorized representatives of the parties to the **AGREEMENT**. This **ORDER** consists of this document and any supplemental pages attached and referenced hereto.

This **ORDER** will be effective on 12.19, 2023.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.

OWNER:
BOARD OF COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO


Signature
Paul A. Shaffer, P.E.
Executive Vice President

By: 

Date: 12.19.2023

Date: December 6, 2023

ATTEST: 

Date: 12.19.23

IN THE MATTER OF AUTHORIZING AN APPLICATION FOR GRANT ASSISTANCE FROM THE OHIO DEPARTMENT OF TRANSPORTATION-OFFICE OF AVIATION FOR FUNDING UNDER THE OHIO AIRPORT GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 19th day of December, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Board of Commissioners intends to apply to the Ohio Department of Transportation – Office of Aviation for funding under the Ohio Airport Grant Program for the project(s) listed below:

PROJECT DESCRIPTION: The Project is to Seal Runway Pavement Surface/Pavement joints FW 8-26 (5,650’ x 100’) – Design and Construct.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby resolve:

- Section 1:** That the President is hereby authorized and directed to file an application for grant assistance for the project(s) listed above.
- Section 2:** That if the grant is awarded the President is hereby authorized to accept the grant and enter into an agreement with the Ohio Department of Transportation - Office of Aviation for the implementation and administration of the grant.

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

Adopted this
19th day of
December, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: ODOT-Office of Aviation
 FAA – Delvin Lewis
 BF & S
 Airport Manager
 Airport Authority

CERTIFICATION

As duly appointed Clerk of the Board of County Commissioners, Auglaize County, Ohio, I do hereby certify that the attached is a true and correct copy of Resolution No. # 23-623 approved and passed by the Board County Commissioners of Auglaize County, Ohio, on December 19, 2023.

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

Dated: December 19, 2023