

IN THE MATTER OF APPROVING AND ENTERING INTO A CONTRACT WITH PERFECTION GROUP FOR PROFESSIONAL SERVICES INVOLVING ENERGY SAVINGS; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID CONTRACT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of December, 2009.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, on September 29, 2009, in Resolution #09-372, the Board of County Commissioners selected Perfection Group, Inc. to provide identification, design, and implementation to of energy efficiency improvements for the Law Enforcement Center, Administration Building, Courthouse, Auglaize Acres, Auglaize County Department of Job and Family Services, West Municipal Court, Engineers Department, OSU Extension, Title Office and Recycle Center; and,

WHEREAS, after much study and at this time, Perfection Group, Inc. has offered the Board of County Commissioners a contract for all design services, equipment, materials, installation labor and project management for proposed energy conservation measures involving the Law Enforcement Center, Auglaize County Department of Job and Family Services and the Auglaize County Recycle Center; and,

WHEREAS, Auglaize County Department of Job and Family Services have allocated to the Commissioners their \$8,000 for the lighting project in their office; and

WHEREAS, Auglaize County Recycle Center will be invoiced for their \$ 8,000 portion of the total project; and

WHEREAS, Perfection Group, Inc. has stated in the contract that a minimum guarantee for the County is \$58,819.00 savings per year and the total project savings would be \$294,095.00 across a five (5) year term.

THEREFORE BE IT RESOLVED, that the Board of Auglaize County Commissioners does hereby approve the contract for said energy savings as proposed by Perfection Group; and,

BE IT FURTHER RESOLVED that said Board does authorize the execution of said contract by Douglas A. Spencer, President of the Board of County Commissioners; and,

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

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

Adopted this
22nd day of
December, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, ye
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman



Agreement for Energy Conservation Project

Date: November 20, 2009

Owner: Auglaize County Commissioners
209 S. Blackhoof Street
Wapakoneta, OH 45895-1972

Contractor: Perfection Group, Inc.
2649 Commerce Blvd.
Cincinnati, OH 45241

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS:

Item 1: SCOPE OF WORK

This contract is for all design services, equipment, materials, installation labor and project management for the proposed energy conservation measures as listed in this agreement. All work under this agreement with the Auglaize County Commissioners ("Owner") will be performed at the Auglaize County facilities as listed below. The services to be provided include:

ECM-1 Lighting Upgrade

Law Enforcement Center, 1051 Dearbaugh Ave., Wapakoneta, OH 45895

The Lighting Upgrade includes the following:

- Replace sixteen (16) 250 watt HID fixtures w/ sixteen (16) F32T8 high output F-Bay fixtures
- Replace two (2) 70 watt HID wall pack fixtures w/ two (2) 17 watt fluorescent wall packs
- Replace four (4) 150 watt HID wall pack fixtures w/ four (4) 17 watt fluorescent wall packs
- Replace six (6) 250 watt HID wall pack fixtures w/ six (6) 17 watt fluorescent wall packs
- Install seventeen (17) motion wall or ceiling mounted sensors (locations to be determined during installation)
- Replace seventy-six (76) wall light switches with seventy-six wall light switches w/ built-in motion sensors (locations to be determined during installation)

Department of Jobs & Family Services, 12 N. Wood Street, Wapakoneta, OH 45895

The Lighting Upgrade includes the following:

- Replace eight (8) existing exit signs w/ eight (8) new LED exit lights with battery back-up
- Retrofit one hundred seventeen (117) 4 lamp 2x4 troffer T12 fixtures w/ new T8 lamps and electronic ballasts
- Retrofit three (3) 2x2 troffer w/ U-tube T12 fixtures w/ new 2 lamp 2x2 troffer T8 lamps and electronic ballasts
- Replace two (2) 120 watt ceiling dome fixtures w/ two (2) new fluorescent low wattage fixtures
- Retrofit two (2) 250 watt HID wall packs w/ 17 watt fluorescent retrofit kits

Auglaize County Recycle Center, 15502 N. River Road, St. Mary's, OH 45885

The Lighting Upgrade includes the following:

- Replace five (5) existing exit signs w/ five (5) new LED exit lights with battery back-up
- Retrofit two (2) 75 watt incandescent can fixtures w/ 13 watt compact fluorescent bulbs
- Retrofit one (1) 4 lamp 2x4 troffer T12 fixtures w/ new T8 lamps and electronic ballasts
- Retrofit two (2) 2 lamp 4' strip fluorescent T12 fixtures to 1 lamp 4' strip fluorescent fixtures with T8 lamps and electronic ballasts
- Replace twenty-four (24) 400 watt HID stem mounted lights w/ twenty-four (24) 6 lamp F32T8/ HO stem mounted fluorescent fixtures
- Retrofit five (5) 250 watt HID wall packs w/ 17 watt fluorescent retrofit kits



ECM -2 Retro-Commissioning Mechanical Systems

Law Enforcement Center, 1051 Dearbaugh Ave., Wapakoneta, OH 45895

The Retro-commissioning work includes the following:

- Test and adjust the existing system components
- Compare to the original design intent and current system usage
- Cleaning coils, blowers, dampers and unitary components
- Calibrating and looking for worn or doubtful components
- Return the unit to like new condition and performance with documented increases in system total efficiency and performance
- Individual component cleaning, reconditioning, balancing - Includes balancing all air and water devices as per provided drawings
- Detailed measurements such as amp draw, RPM, Total CFM, Voltage, system pressures and temperatures are used to establish the best operating efficiencies and return the unit to design specifications. Once completed additional recommendations may be made to enhance overall system performance and operational efficiency.

ECM -3 Building Automations & Controls

Law Enforcement Center, 1051 Dearbaugh Ave., Wapakoneta, OH 45895

The Building Automation & Control work includes the following:

Control System Overview

Contractor proposes to update / retrofit the HVAC controls (including the installation of a Direct Digital Control System (DDC)) in the Auglaize County Law Enforcement Center as specified below. The base system includes:

Control System components include

- Web server (Tridium AX hardware, and software)
- LON based integrated controllers where new systems are to be installed
- Network control interface
- Jace interface panels
- System engineering
- Control drawings
- Commissioning of the newly installed replacement systems
- Back up copies of software and operating programs
- Graphics package including interface to control devices
- Standard one year warranty on all furnished components and workmanship
- Extension of manufactures component warranties as available
- Job books control system drawings, operating programs, and on site customer training are included as part of the system installation.

Tridium Direct Digital Control System Overview

- Tridium Niagara AX integrated solution
- Open control system integration of existing legacy control panels
- Single system platform for Staff to learn and operate
- Multiple user log in capability local and remote
- Eliminates the single proprietary vendor situation
- Eliminates the single proprietary service provider situation
- Allows for expansion with open vendor neutral hardware
- Offers best of breed capability for future expansions



Building Specific Recommendations

- Replace the existing aging control system with the Tridium based system as used at the Courthouse
- Web accessible facility and plant controls
- Occupancy scheduling for each unit
- Space temperature adjustment per zone with ranging capability
- Optimized start / stop and reset routines for enhance operational savings
- Graphics generation, trending, alarming, monitoring, system training

ECM -4 Mechanical & Electrical Retrofits

Law Enforcement Center, 1051 Dearbaugh Ave., Wapakoneta, OH 45895

The Mechanical & Electrical Retrofit work includes the following:

- Replace the existing boiler with a new high efficiency hot water boiler (optional recommendation to retro-commissioning units)
- Replace the three existing thru wall HVAC units with new energy efficient PTAC units

ECM -5 Water Conservation (no water conservation recommendations are included in this proposal)

ECM-6 Building Envelope

Law Enforcement Center, 1051 Dearbaugh Ave., Wapakoneta, OH 45895

The Building Envelope work includes the following:

- Install door sweeps on (15) fifteen exterior doors

Standard to all ECM's:

All work to be performed during normal working hours, Monday - Friday 8:00AM to 4:30PM.

Included:

- All electrical wiring to be completed by Contractor (lighting, controls and HVAC).
- Contractor will be responsible for disposal of all old equipment removed/replaced.
- Good house keeping practices will be followed on job sites.
- Rigging for equipment installation.

Excluded:

- Internet access service line and static address to be provided by Owner for DDC Control System in Law Enforcement Center.

Item 2: **REFERENCE MATERIALS**

The proposed work is based on the recommendations submitted by the Contractor in response to the Owner's HB295 Request for Proposals. The Contractor's RFP response was submitted to the Owner on May 29, 2009.

Item 3: **PROJECT COMMENCEMENT AND COMPLETION**

The work to be performed under this agreement will start as soon after execution of this contract as is possible. All proposed work to be scheduled and completion dates agreed to by both parties, based on expected ship dates provided by the manufacturers.



Item 4: **CONTRACT SUM**

The project cost is \$281,342.00 (two hundred eighty-one thousand three hundred forty-two dollars and no cents). This total cost is for all engineering, design, materials, equipment and labor necessary to complete the proposed work.

Item 5: **PROGRESS PAYMENTS / RETAINAGE**

Invoices must be submitted on standard AIA Application for Payment. Invoices must be submitted two weeks prior to regular session board meeting. Invoices will be approved for payment at the regular session board meeting. Checks will be mailed the following week.

Final payment will be made within 30 days of the final completion of all work performed under this agreement.

Item 6: **INSURANCE**

The Owner shall maintain property insurance upon the entire project for the full cost of replacement as of the time of any loss. The insurance shall include as named insurers the Owner, the Contractor, the subcontractors and shall insure against loss from perils of fire, extended coverage, and shall include "all risk" insurance for physical loss or damage.

The Contractor agrees to maintain Professional Liability Insurance, based on the amounts specified by the statute in the State of Ohio through-out the entirety of the project.

Item 7: **PATENT AND PATENT RIGHTS**

The Contractor shall protect the Owner against all claims and actions brought against the Owner by reason of any actual infringement upon patent rights in any material, process, machine or software used by the Contractor in the work.

Item 8: **ASSIGNMENT OR SUBLETTING OF CONTRACT**

In the execution of the agreement it may be necessary for the Contractor to sublet part of the work to others; however, the Contractor shall not award any work to any subcontractor without prior discussion with the Owner. The Contractor shall be fully responsible to the Owner for the acts and omissions of its subcontractors and of the persons either directly or indirectly employed by the subcontractors as it is for the acts and omissions of the persons directly employed by the Contractor.

Nothing contained in this agreement shall create any contractual relation between any subcontractor and Owner.

The Contractor shall not assign, transfer, convey or otherwise dispose of this agreement, or any part thereof or his right, title or interest in the same or any part thereof without consent of the Owner.

Item 9: **WARRANTY**

Contractor will secure required certificates of inspection, testing or approval and deliver them to the Owner. Contractor will collect all written warranties and equipment manuals and deliver them to the Owner.



Any and all other manufacturers' warranties above and beyond the one year will be provided to the Owner.

Contractors are responsible to fill out initial "start-up" information and provide such information to the manufacturer and copies to the Contractor, on the Owner's behalf. The initial start-up date shall be defined as the date on which the equipment is put into operation or based on substantial completion, or beneficial use of the equipment installed.

Additional bulbs and ballasts will be provided to the Owner for any initial bulb/ballast failures. Owner will be responsible for providing the labor to change minimal initial failures. All large scale failures will be immediately reported to the Contractor for resolution.

Item 10: **INDEMNITY**

Contractor agrees to indemnify and hold harmless the Owner from all claims for bodily injury and property damage (other than the work itself and the property insured in accordance with Paragraph 6 above) that may arise from the Contractor's operations under this agreement.

Item 11: **LABOR LAWS AND ORDINANCES**

Contractor agrees to obey and abide by all the laws of the State of Ohio relating to the employment of labor and public work, and all ordinances and requirements of the Owner regulating or applying to public improvements.

The Contractor agrees not to discriminate against any employee or applicant for employment in the performance of this agreement, with respect to hire tenure, terms conditions or privileges of employment, or a matter directly or indirectly related to employment because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry.

Item 12: **OTHER CONSIDERATIONS**

This proposal does not include any obligation of Contractor or its subcontractors to identify or remove any asbestos containing products or other hazardous materials.

All claims, disputes and other matters in question between Contractor and Owner arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by the making and acceptance of the final payment, shall be decided by arbitration in accordance with the construction Industry Rules of American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Any demands for arbitration by Contractor shall be made within 60 days of the claim; dispute or other matter in question has arisen.

This agreement is covered by the current Prevailing Wage schedules, as provided by the Owner and the State of Ohio.

Item 13: **SAVINGS CALCULATIONS**

Included with this project is a financial guarantee relating to the energy pay-back estimates provided to the Owner. The guarantee is for a period of five (5) years or less if the financial obligation is met before the five (5) year period expires. The minimum guarantee for the Owner is \$58,819.00 savings per year for the stated guaranteed period. Total project savings would be \$294,095.00 across the 5 year term.



As part of this contract, The Contractor agrees to provide the Owner with an annual reconciliation statement. The statement shall disclose any shortfalls or surplus between guaranteed energy and operational savings specified in the guaranteed energy savings contract and actual energy and operational savings incurred during a given guarantee year. The guarantee year shall consist of a twelve (12) month term commencing from the time that the energy conservation measures became fully operational. The Contractor shall pay the Owner any short fall in the guaranteed energy and operation savings within thirty (30) days after the total year savings have been determined. If there is a surplus in the actual guaranteed energy and operational savings in a given year, that surplus savings may be carried forward and applied against any possible savings shortfall in the following guarantee year, except that the surplus carried forward is limited to a period not to exceed one (1) year. If the Contractor pays the Owner for a short fall in energy or operational savings incurred during a given guarantee year and there is a surplus in energy or operational savings in future guarantee years, the Contractor shall bill the Owner for an amount not to exceed the amount of the short fall in the given guarantee year.

Owner agrees that the estimates for the operational and maintenance savings are true and accurate, and will be used annually without any further verification or reconciliation on the Contractor's part as part of the project savings. The total operational savings to be used annually is \$10,803.00. This number is supported by a review of actual operational and maintenance expenditures given to the Contractor by Owner.

The lighting savings were calculated per Option A of the M&V Guidelines: Measurement and Verification for Federal Energy Projects (Version 3.0). The estimated lighting savings is calculated to be \$7,052.00 per year. This annual dollar amount was determined using the provided electric rate structure from Owner. This amount will be verified and supported from the exact number of fixtures retrofitted or replaced as part of the project, and will be modified to reflect any changes from the original estimated number of fixtures involved in the retrofit project, times the agreed to hours of operation for each building.

Within Option A of the M&V Guidelines, the Contractor agrees to measure a selected sampling of each fixture type in each building (at no additional cost to the owner), directly before and after the retrofit of the fixture, to verify that the actual energy reduction for energy use on the old ballasts (before the retrofit) versus the new ballasts (after retrofit), are consistent with stated manufacturer UL ratings.

Prior to the start of the lighting installation, a survey will be conducted to identify all non-working lights or light fixtures, and an adjustment will be made to the baseline energy use for such non-working fixtures. Owner is responsible for on-going maintenance of the lighting systems, and shall use a combination of bulbs/ballasts that is equal to or less than the energy use of the bulbs/ballasts installed under as part of this project.

The total projected annual savings is \$58,819.00, of which \$17,855.00 is agreed to in the form of operational and maintenance savings and lighting savings. The difference, \$40,964.00, is the amount of energy savings from the new controls for the HVAC systems, the replacement or repairs of the HVAC systems, retro-commissioning of the HVAC and control systems, and the new weather stripping. This amount will be reconciled to meet the financial energy guarantee using Option A of the M&V Guidelines using engineering calculations, manufacturer's efficiency ratings, and run time hours. This option will have very limited on-going costs associated with M&V for the duration of the contract period. The estimated hours of operation have been given to the Contractor and will be agreed to by both parties to determine projected annualized savings.

Owner and contractor agree to all hours of use and operation for determining energy savings. If any savings projections change as a result of determining that the hours will change substantially from original projections (such as for alternative schedules) then the Owner and Contractor may change the savings projections, by way of addendum, for those changes. If agreement cannot be reached on the projected savings, then either party may cancel this contract or alter the scope of work, accordingly. Owner will then be responsible for any work begun (or cancellation fees for equipment ordered) that will not be completed as a part of the revised project scope.

The stipulated savings achieved during the first year will be verified and considered as a valid method of calculation, and subsequent years will be assumed to have similar annual savings. An annual report will be given to the Owner detailing the above mentioned energy and operational savings. The operational hours will be listed and the energy



calculations will be shown detailing the stipulated energy and operational savings. If the Owner opts out of the annual M&V review for several years, then decides to opt back in at some future date, the annual fee for reexamining the annual M&V reports will be negotiated at that time between Owner and Contractor to be fair and equitable. This level of M&V typically costs approximately \$3,000 to \$5,000 per year for the agreement.

Item 14: **OWNER'S RESPONSIBILITIES UNDER THE GUARANTEE**

The establishment of a proper baseline, against which future years energy consumption will be measured, must be identified up-front, and agreed to by the Owner and the vendor. The following items are for your consideration only, and will not be required by the Contractor. The following items must be "guaranteed" by the Owner in order to properly administer a guaranteed contract using the M&V protocol listed under the M&V Guidelines:

1. A current schedule of building use, including normal operating hours and occupancy, by "unit" and/or area (offices, cafeteria, etc.)
2. A complete inventory of all energy consuming equipment (including computers, kitchen equipment, refrigeration equipment, etc.) with schedules of use
3. Notification by Owner of the addition of any power consuming equipment - Such future changes to the building use schedules to be reported to Contractor in a timely manner
4. Copy of monthly utility bills within thirty days of receipt of bill
5. Changes in summer/evening use schedules
6. Agreed upon winter/summer set-points, with notification in writing of any set-point changes
7. Report any units where the air-flow has been intentionally restricted
8. Changes in ventilation rates for a given unit/area
9. Report any equipment not currently operational
10. Copy of current rate structure from local utility suppliers
11. Regularly scheduled preventive maintenance must be performed on all energy consuming equipment (if supplied by Owner, vendor reserves the right to inspect operational efficiency of equipment)
12. Report any equipment break-downs/malfunctions immediately upon discovery of the problem
13. Annual reconciliation of energy use to baseline, as well as projection of changes to the baseline for the up-coming year
14. Mandatory training of maintenance personnel on proper operation of all HVAC systems and controls
15. Maintaining operation of system as designed
16. Trend-log of all system over-rides (provided monthly)

Other items which will affect the baseline year:

1. Weather data (degree day calculation, current versus baseline year)
2. Changes in ventilation rates due to potential changes in any regulatory requirements
3. Any changes relating to building use or energy consumption beyond vendors control (i.e. 24-hour operation)
4. Any changes to the utility rate structure



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Energy Services Project by and through their duly authorized representatives.

AUGLAIZE COUNTY COMMISSIONERS

PERFECTION GROUP, INC.

By: *Douglas A. Spencer*
Douglas A. Spencer

By: _____

Title: President, Board of Auglaize
County Commissioners

Title: _____

Date: October 22, 2009

Date: _____

Addresses for notices:

Mailing Address:
209 S Blackhoof Street
Wapakoneta, OH 45895-1972

Mailing Address:
2649 Commerce Blvd.
Cincinnati, OH 45241

Telephone: (419) 739-6710
Facsimile: (419) 739-6711

Telephone: (513) 772-7545
Facsimile: (513) 326-2380

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of December, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
334502	108.00	John Schwarck
334719	5308.00	Westrich Furniture
334732	3429.68	Delta Airport Consultants, Inc.
334732	180.62	Delta Airport Consultants, Inc.
334732	16635.32	Delta Airport Consultants, Inc.
334732	875.88	Delta Airport Consultants, Inc.
334743	1782.84	Medical Nutritional Therapists, Inc.
334744	1184.70	Mesco Electric
334754	256.30	Med Corp
334755	1288.00	Plante Moran
334757	695.00	Earth Safe Chemical
334766	2881.25	ECS Billing
334780	785.00	JMC Mechanical
334781	469.16	Commercial Maintenance Chemical
334806	1000.00	Auglaize Family Practice
334812	14948.50	Clemans, Nelson & Associates
334816	670.81	St. Rita's Medical Center
334829	196.50	Schwartz Sales
334831	502.00	Grainger
334837	1239.00	Convergent Technology
334848	28479.24	Concept Rehab
334851	2801.36	Rinker Materials
334852	901.50	Poggemeyer Design Group
334852	464.70	Poggemeyer Design Group
334853	195.93	Jerry Lehman
334873	2290.00	Kogge Electric
334880	8390.00	Hylant Group
334913	475.70	Baughman Tile
334921	198.00	Treasurer of State of Ohio
334921	546.70	Treasurer of State of Ohio

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

Adopted this
22nd day of
December, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

cc: County Auditor

IN THE MATTER OF GRANTING AN ANNEXATION OF 1.439 ACRES, MORE OR LESS, TO THE VILLAGE OF MINSTER FROM JACKSON TOWNSHIP; PETITIONED BY JOAN HOMAN AKA JOAN M. HOMAN; FILED BY JASON E. THIS, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of December, 2009.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on December 21, 2009, a petition for annexation of a total of 1.439 acres, more or less, which consists of two tracts of land, same being 0.799 acres and 0.64 acres, more or less, was filed as an Expedited Type 1, with the office of the Board of County Commissioners by Jason E. This, named as Agent for petitioners Joan Homan aka Joan M. Homan; and,

WHEREAS, the requirements for the filing of said petition were all met by Agent This, 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 Minster and Jackson Township as provided for in ORC 709.192.

and,

WHEREAS, the petitioners 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 1.439 acres, more or less, which consists of two tracts of land, same being 0.799 acres and 0.64 acres, more or less, to the Village of Minster as petitioned by Joan Homan aka Joan M. Homan pursuant to ORC Section 709.022.

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

Adopted this
22nd day of
December, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>Douglas A. Spencer</u>	<u>Yes</u>
Douglas A. Spencer	
<u>Don Regula</u>	<u>Yes</u>
Don Regula	
<u>John N. Bergman</u>	<u>Yes</u>
John N. Bergman	

- cc: County Auditor
- County Engineer
- Jason E. This, Agent
- Jackson Township Trustees
- Village of Minster

Expedited Type 1

RECEIVED

Board of County Commissioners
Aug 27, 2014 10:12 AM

ANNEXATION PETITION

The undersigned, Joan Homan aka Joan M. Homan, widowed and not remarried, hereinafter referred to as Petitioners, are owners of the following real property located in the Township of Jackson, County of Auglaize and State of Ohio, to-wit:

TRACT ONE:

Situated in the County of Auglaize in the State of Ohio and in the Township of Jackson:

Part of the Northwest Quarter of the Northeast Quarter of Section Twenty-seven (27), Jackson Township, Town Seven (7) South, Range Four (4) East, with reference to the First Principal Meridian, Auglaize County, Ohio, and is more particularly described as follows:

Beginning at a point 710.00 feet west of the northeast corner of Section Twenty-seven (27), said point being a P-K nail in the centerline of State Route 119; thence S 0° 45' W a distance of 278.85 feet to an iron pipe; thence N 89° 15' W a distance of 125.00 feet to a point; thence N 0° 45' E a distance of 278.85 feet to the centerline of State Route 119; thence S 89° 15' E along the centerline of State Route 119 a distance of 125.00 feet to the P-K nail which was the place of beginning.

The above tract contains 0.85 acre.

Prior Deed Reference: OR Volume 532, Page 1181-1182, Auglaize County Recorder's Official Records and Volume 228, Page 340 of the Official Records of Auglaize County, Ohio.

Tax Parcel #: E14-027-040-00

Property known as 03884 State Route 119, Minster, Ohio 45865

Due to the necessity of preparing an annexation plat, a new description was prepared to reflect minor changes to the property described above. The new description for Tract One is as follows:

The following described parcel of land is situated in the Northeast Quarter of Section 27, Jackson Township, Town-7-South, Range-4-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at a Monument Box located at the Northeast Corner of said Section 27, Jackson Township, and being the intersection of State Route 119 with State Route 66;

Thence with a bearing of S. $89^{\circ}-25'-25''$ W along The North line of the Northeast Quarter of said Section 27, Jackson Township and the centerline of State Route 119, for a distance of 710.16 feet to a Point and the PLACE OF BEGINNING;

Thence with a bearing of S. $00^{\circ}-36'-08''$ E for a distance of 278.59 feet to an Iron Pipe (found), and passing thru an Iron Pin (found) for reference at 30.00 feet;

Thence with a bearing of S. $89^{\circ}-25'-14''$ W for a distance of 124.94 feet to an Iron Pin (found);

Thence with a bearing of N. $00^{\circ}-36'-52''$ W for a distance of 278.60 feet to a Mag Nail (found), and passing thru an Iron Pin (found) for reference at 248.75 feet;

Thence with a bearing of N. $89^{\circ}-25'-25''$ E along the North line of the Northeast Quarter of Section 27, Jackson Township, and the centerline of State Route 119, for a distance of 125.00 feet to a Point, said Point being the original PLACE OF BEGINNING.

Containing in all 0.799 Acres of land subject to all legal easements, reservations, or restrictions, if any, upon said premises. The above described parcel of land is subject to approximately 0.143 Acres intended for highway purposes. Reference is made to a Survey as Recorded with the Auglaize County Engineer's Tax Map Office, Survey JAC-27-10.

TRACT TWO:

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

The following tract of land which is part of the northwest quarter of the northeast quarter of Section 27, Jackson Township, Tier Seven South, Range Four East with respect to the First Principal Meridian, Auglaize County, Ohio, and is more particularly described as follows:

Beginning at a P-K nail in the intersection of the centerlines of State Route 66 and State Route 119 (where SR 119 is collinear with the Bensman Road also officially named County Road 40) said point of intersecting centerlines also being the northeast corner of Section 27;

Thence N 89° 15' W a distance of 610.00 feet to a P-K nail in the centerline of State Route 119 which is the Place of Beginning;

Thence S 00° 45' W through an iron pin at 50.00 feet which is the south right-of-way of SR 119 and continuing a total distance of 278.85 feet to an iron pin;

Thence N 89° 15' W a distance of 100.00 feet to an iron pin;

Thence N 00° 45' E a distance of 278.85 feet to a P-K nail in the centerline of SR 119;

Thence S 89° 15' E along the centerline of SR 119 a distance of 100.00 feet to the P-K nail which was the PLACE OF BEGINNING.

The above tract of land contains 0.64 acre and of that total amount, 0.1147 acre has been dedicated to the use of the public for highway purposes.

Prior Deed Reference: OR Volume 532, Page 1163, Auglaize County Recorder's Office and Volume 207, Page 994, Auglaize County Recorder's Deed Records.

Tax Parcel #: E14-027-039-02

Due to the necessity of preparing an annexation plat, a new description was prepared to reflect minor changes to the property described above. The new description for Tract Two is as follows:

The following described parcel of land is situated in the Northeast Quarter of Section 27, Jackson Township, Town-7-South, Range-4-East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing for reference at a Monument Box located at the Northeast Corner of said Section 27, Jackson Township, and being the intersection of State Route 119 with State Route 66;

Thence with a bearing of S. 89°-25'-25" W along the North line of the Northeast Quarter of said Section 27, Jackson Township, and the centerline of State Route 119, for a distance of 610.16 feet to a Point (said Point being referenced by a Railroad Spike (found) at N. 00°-36'-07" W and 0.25 feet) and the PLACE OF BEGINNING;

Thence with a bearing of S. 00°-36'-07" E for a distance of 278.58 feet to an Iron Pipe (found), and passing thru an Iron Pin (set) for reference at 30.00 feet;

Thence with a bearing of S. 89°-25'-14" W for a distance of 100.00 feet to an Iron Pipe (found);

Thence with a bearing of N. 00°-36'-08" W for a distance of 278.59 feet to a Point, and passing thru an Iron Pin (found) for reference at 248.59 feet;

Thence with a bearing of N. 89°-25'-25" E along the North line of the Northeast Quarter of Section 27, Jackson Township, and the centerline of State Route 119, for a distance of 100.00 feet to a Point (said Point being referenced by a Railroad Spike (found) at N. 00°-36'-07" W and 0.25 feet, said Point being the original PLACE OF BEGINNING.

Containing in all 0.640 Acres of land subject to all legal easements, reservations, or restrictions, if any, upon said premises. The above described

parcel of land is subject to approximately 0.115 Acres intended for highway purposes. Reference is made to a Survey as Recorded with the Auglaize County Engineer's Tax Map Office, Survey JAC-27-10.

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

The owners of the real estate and the mailing address is Joan Homan aka Joan M. Homan, 03884 State Route 119, Minster, Auglaize County, Ohio 45865.

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 Minster from the Township of Jackson 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 Minster and Jackson Township.

The undersigned hereby appoints and designates, Jason E. This, as agent for the petitioners, P.O. Box 42, New Bremen, Ohio 45869.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES 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.

12-19-09
Date:

Joan M. Homan
Joan Homan aka Joan M. Homan
03884 State Route 119
Minster, Ohio 45865

I hereby accept the designation as agent for petitioners, dated this 19th day of December, 2009.

J. E. This
Jason E. This
Agent for Petitioners
5030 State Route 66
P.O. Box 42
New Bremen, Ohio 45869
419-629-8108
419-629-0328 (FAX)

Pursuant to Ohio Revised 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.

Joan Homan aka Joan M. Homan 0.64 acres Section 27, Jackson Township
E14-027-039-02 - pt of Lot 1
Land is listed only in name of Joan Homan aka Joan M. Homan
03884 State Route 119
Minster, Ohio 45865 (physical address and mailing address)

Joan Homan aka Joan M. Homan 0.85 acres Section 27, Jackson Township
E14-027-040-00 - pt of Lot 1
Land is listed only in name of Joan Homan aka Joan M. Homan
03884 State Route 119
Minster, Ohio 45865 (physical address and mailing address)

Juliana M. Weigandt 0.93 acres Section 27, Jackson Township
Richard L. Weigandt, spouse E14-027-039-03 - Lot 1
Land is listed only in name of Juliana M. Weigandt
3944 State Route 119
Minster, Ohio 45865 (physical address)

90 North Main Street
Minster, Ohio 45865 (mailing address)

Juliana M. Weigandt 0.93 acres Section 27, Jackson Township
Richard L. Weigandt, spouse E14-027-039-04 - Lot 2
Land is listed only in name of Juliana M. Weigandt
3944 State Route 119
Minster, Ohio 45865 (physical address)

90 North Main Street
Minster, Ohio 45865 (mailing address)

These lots are now referenced as E15-027-025-00

Vincent R. Clune
Nicole A. Clune
03931 State Route 119
PO Box 103
Minster, Ohio 45865

1.15 acres pt of Section 22, Jackson Township
E15-221-003-00

Ronald A. Dorsten, Trustee
Vera J. Dorsten Revocable Trust
03893 State Route 119
PO Box 156
Minster, Ohio 45865

.88 acres pt. of Section 22, Jackson Township
E15-221-002-00

Bradley R. Eshleman
Krista M. Eshleman
03860 State Route 119
Minster, Ohio 45865

.64 acres pt of Section 27, Jackson Township
E14-027-041-00

Steven Frimel
Krista Frimel
112 Northcrest Drive
Minster, Ohio 45865

Lot 63, Parkview Acres SD #5, Minster Village
E15-037-063-00

John F. McKenzie
Carri McKenzie
Northcrest Drive (physical address)

Lot 62, Parkview Acres SD #5, Minster Village
E15-037-062-00

155 North Hanover Street (mailing address)
Minster, Ohio 45865

John F. McKenzie
Carri McKenzie
Northcrest Drive (physical address)

Lot 61, Parkview Acres SD #5, Minster Village
E15-037-061-00

155 North Hanover Street (mailing address)
Minster, Ohio 45865

EXHIBIT A

Accurate Map or Plat of the Territory Sought to be Annexed



ANNEXATION PLAT FOR JOAN HOMAN
 1.439 Acres being a part of the Northeast Quarter of
 Section 27, Jackson Township, Town-7-South, Range-4-East,
 County of Auglaize, State of Ohio

PROPERTY ADDRESS
 03884 State Route 119
 Minster, Ohio 45865



LEGAL DESCRIPTION
 The following described parcel of land is situated in the Northeast Quarter of Section 27, Jackson Township, Town-7-South, Range-4-East, Auglaize County, Ohio, and is more particularly described as follows:
 Commencing for reference at a Monument Box located at the Northeast Corner of said Section 27, Jackson Township, and being the intersection of State Route 119 with State Route 66;
 Thence with a bearing of S. 89°-25'-25\"/>

1.439 ACRES

JOAN HOMAN
 Volume: OR 532
 Page: 1181-82

JOAN HOMAN
 Volume: OR 532
 Page: 1181-82

JULIANA WEIGANDT
 Volume: OR 160
 Page: 59

STEVE & KRISTIA FRIMEL
 Volume: OR 523
 Page: 381

JOHN & CARRIE MCKENZIE
 Volume: OR 564
 Page: 2038

JOHN & CARRIE MCKENZIE
 Volume: OR 564
 Page: 2038

STEVE & KRISTIA FRIMEL
 Volume: OR 523
 Page: 381

STEVE & KRISTIA FRIMEL
 Volume: OR 523
 Page: 381

STEVE & KRISTIA FRIMEL
 Volume: OR 523
 Page: 381

STEVE & KRISTIA FRIMEL
 Volume: OR 523
 Page: 381

This corner previously re-set according to a survey performed by Daniel Weaver P.S. #7472 (Survey K-41) Previous corner pin was destroyed by others, and was re-set by Schnell (Survey 0-58) per Weaver survey



ATTEST
Ted K. Schnell
 Ted K. Schnell
 Professional Engineer
 Professional Surveyor

2-20-09
 date

LEGEND

- Iron Pin (set)
- Iron Pin (found)
- ⊙ Iron Pipe (found)
- ⊕ Mag Nail (found)
- ▲ Railroad Spike (found)
- Monument Box
- 0001 R/W Monument

NOTES

The Basis of Bearings used for this Survey was determined from the previous surveys (Survey K-41 & 0-58) as recorded with the Auglaize County Engineer's Tax Map Office, as the bearing of the centerline of State Route 119 is assumed to bear N. 89°-25'-25\"/>

LOCATION PLAN



Section 27, Jackson Twp.
 Auglaize County, Ohio

H & S CIVIL ENGINEERS AND LAND SURVEYORS
 510 RIDGECREST COURT, WILMINGTON, OHIO 45390
 PHONE: (419) 261-4725 FAX: (419) 261-7891

No.	Revision/Issue	Date

Project Name: ANNEXATION PLAT TO THE VILLAGE OF MINSTER, OHIO
 Project Location: JACKSON TWP. SECTION 27 AUGLAIZE COUNTY STATE OF OHIO
 Project Number: 09/30/09
 Scale: SHOWN

ANNEXATION AGREEMENT
(Expedited Type One Annexation)

This Agreement is entered into this 1st day of September of 2009 between the Village of Minster, Ohio (the "Village") and the Board of Township Trustees of Jackson Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, Joan Homan (the "Petitioner"), owner of the real estate in the territory hereinafter described (the "Property"), desire 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 Resolutions 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 a 0.85 acre tract and a 0.64 acre tract located in Jackson Township, Auglaize County, Ohio, as depicted on the map attached hereto as Exhibit A. A legal description of the Property is attached hereto as Exhibit B.

4. 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.

5. 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 provisions 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.

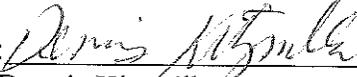
6. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

7. 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.

8. 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.

IN WITNESS WHEREOF, the Village and Township have executed this Agreement.

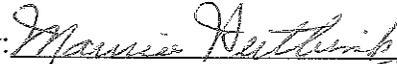
VILLAGE OF MINSTER, OHIO

By: 
Dennis Kitzmiller, Mayor

Attest:


John Stechsulte, Fiscal Officer/Clerk

BOARD OF TOWNSHIP TRUSTEES
OF JACKSON TOWNSHIP, AUGLAIZE
COUNTY, OHIO

By: 
Maurice Heitbrink, Trustee

By: 
Ken Sommer, Trustee

By: 
Carl Albers, Trustee

APPROVED AS TO LEGAL FORM:

By: 
James Hearn
Solicitor, Village of Minster, Ohio

EXHIBIT B

TRACT ONE:

Situated in the County of Auglaize in the State of Ohio and in the Township of Jackson:

Part of the Northwest Quarter of the Northeast Quarter of Section Twenty-seven (27), Jackson Township, Town Seven (7) South, Range Four (4) East, with reference to the First Principal Meridian, Auglaize County, Ohio and is more particularly described as follows:

Beginning at a point 710.00 feet west of the northeast corner of Section twenty-seven (27), said point being a P-K nail in the centerline of State Route 119, thence S 0° 45' W a distance of 278.85 feet to an iron pipe; thence N 89° 15' W a distance of 125.00 feet to a point; thence N 0° 45' E a distance of 278.85 feet to the centerline of State Route 119; thence S 89° 15' E along the centerline of State Route 119 a distance of 125.00 feet to the P-K nail which was the place of beginning.

The above tract contains 0.85 acre.

Prior Deed Reference: OR Volume 532, page 1181-1182, Auglaize County Recorder's Official Records and Volume 228, Page 340 of the Official Records of Auglaize County, Ohio.

TRACT TWO:

Situated in the County of Auglaize in the State of Ohio and in the Township of Jackson:

The following tract of land which is part of the northwest quarter of the northeast quarter of Section twenty-seven (27), Jackson Township, Town Seven (7), Range Four (4) East with respect to the First Principal Meridian, Auglaize County, Ohio and is more particularly described as follows:

Beginning at a P-K nail in the intersection of the centerline of State Route 66 and State Route 119 (where State Route 119 is collinear with Bensman Road also officially named County Road 40 said point of intersecting centerlines also being the northeast corner of Section 27;

Thence N 89° 15' W a distance of 610.00 feet to a P-K nail in the centerline of State Route 119 which is the Place of Beginning;

Thence S 00° 45' W through an iron pin at 50.00 feet which is the south right-of-way of SR 119 and continuing a total distance of 278.85 feet to an iron pin;

Thence N 89° 15' W a distance of 100.00 feet to an iron pin;

Thence N 00° 45' E a distance of 278.85 feet to a P-K nail in the centerline of SR 119.

Thence S 89° 15' E along the centerline of SR 119 a distance of 100.00 feet to the P-K nail which was the Place of Beginning.

The above tract of land contains 0.64 acre and of that total amount, 0.1147 acre has been dedicated to the use of the public for highway purposes.

Prior Deed Reference: OR Volume 532, page 1163, Auglaize County Recorder's Office and Volume 207, Page 994, Auglaize County Recorder's Deed Records.

COUNCIL MEMBER	YES	NO	ABSTAIN
Rick Schwartz	X		
Tom Herkenhoff	X		
Randy Huelsman	X		
Steve Kitzmiller	X		
Craig Oldiges	X		
Nicole Clune	X		
Mayor Dennis Kitzmiller			

ORDINANCE 09-09-03

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BY THE VILLAGE OF MINSTER WITH JACKSON TOWNSHIP, AUGLAIZE COUNTY, OHIO AND TO DECLARE AN EMERGENCY

WHEREAS, Section 709.022 of the Ohio Revised Code grants the filing of a petition for annexation under a special procedure when all parties provide consent; and

WHEREAS, under these special procedures the petition for annexation must be accompanied by a certified copy of an annexation agreement that is entered into by the municipal corporation and each township any portion of which is included within the territory proposed for annexation; and

WHEREAS, Joan Homan, (Petitioner), owner of the real estate depicted by the site map in Exhibit A, attached hereto and further described on Exhibit B (the Property), desires to annex the Property into the Village, per the expedited process of annexation stated in Ohio Revised Code Section 709.022; and

WHEREAS, an annexation agreement as outlined in Ohio Revised Code Section 709.192 has been presented for consideration to both the Village of Minster and Jackson Township; and

WHEREAS, the trustees of Jackson Township, Auglaize County, Ohio in a public meeting on September 1, 2009 considered and approved such Annexation Agreement between the Township and the Village of Minster.

NOW, THEREFORE, BE IT ORDAINED BY THE Council of the Village of Minster, Auglaize County, Ohio, to-wit:

SECTION 1: The Village of Minster has determined that it is in the best interest of the Petitioner and the Village to enter into an Agreement as provided for by Ohio Revised Code Section 709.192

SECTION 2: That the form of the Annexation Agreement attached hereto as Exhibit C is hereby approved, subject to and with any and all changes therein provided.

SECTION 3: That the Mayor is hereby authorized and directed to execute an Annexation Agreement substantially in the form of Exhibit C between the Village of Minster and the Jackson Township Trustees for the property petitioned to be annexed by the Petitioners.

SECTION 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in compliance with the Law.