

**IN THE MATTER OF AUTHORIZING THE REPAIR TO THE LICENSE BUREAU BUILDING BY  
ABC-KISS SEAMLESS GUTTERS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2012.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Maintenance Supervisor Rick Bice reported that approximately five feet of gutter needs repaired for the License Bureau Building; and,

**WHEREAS**, ABC-Kiss Seamless Gutters of Wapakoneta, Ohio was contacted to inspect the gutter and prepare a cost estimate for the needed repairs; and

**WHEREAS**, ABC-Kiss Seamless Gutters has determined the gutter repairable and the proposed cost of the project supplied by ABC-Kiss Seamless Gutters is \$831.00.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners , Auglaize County, Ohio, does hereby approve the repairs to the gutter located at the License Bureau Building; and,

**BE IT FURTHER RESOLVED** that said Board does accept the proposal from ABC-Kiss Seamless Gutters in the amount of \$831.00 for said project, and further authorizes ABC-Kiss Seamless Gutters to proceed with the needed repairs.

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

Adopted this  
7th day of  
February, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

cc: ABC-Kiss Seamless Gutters  
Maintenance Supervisor – Rick Bice

County Commissioners Office  
Auglaize County, Ohio  
February 7, 2012

NO. 12-070

**IN THE MATTER OF AUTHORIZING THE TRADE-INS OF THE COUNTY RIDER MOWER AND SNOW BLOWER WITH J & L POWER EQUIPMENT, INC; AND AUTHORIZING PAYMENT FOR SAID TRADE-INS AS AGREED.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2012.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Rick Bice, Maintenance Supervisor, requested a quote from J & L Power Equipment for the trade-in value for a rider mower and a snow blower; and,

**WHEREAS**, the quote stated that a payment of \$5,500.00 for a new rider mower and \$1,500.00 for the snow blower would be made at the time the used mower and snow blower are traded in for updated equipment.

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the trade-ins of the county rider mower and the snow blower with J & L Power Equipment, Inc. as per the quote; and,

**BE IT FURTHER RESOLVED** that the Board directs the Clerk of the Board to encumber \$7,000.00 to J & L Power Equipment, Inc. for these trade-ins.

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

Adopted this  
7th day of  
February, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

- cc: J & L Power Equipment, Inc.
- ✓ Maintenance Supervisor – Rick Bice
- ✓ Clerk of the Board

**IN THE MATTER OF APPROVING THE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE PREPARATION AND SUBMISSION OF THE FY 2012 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) GRANT APPLICATION.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2012.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the State of Ohio, Department of Development, Office of Housing and Community Partnership, provides financial assistance to local governments for the purpose of addressing local housing needs; and,

**WHEREAS**, the Auglaize County Board of County Commissioners will be submitting an application to the Ohio Office of Housing and Community Partnerships for a Small Cities Community Development Block Grant Community Housing Improvement Program (CHIP) grant for FY 2012 and,

**WHEREAS**, Poggemeyer Design Group, Inc. has submitted a letter contract to the Board for said firm to provide professional planning services to assist the County, for the lump sum fee of \$10,000.00, with the preparation of the FY 2012 CHIP grant application, scheduling and convening the required public hearings, revamping the County's Housing Advisory Committee (HAC) and convening one meeting of said HAC and the submittal of said application for the FY 2012 CHIP Grant; and,

**WHEREAS**, the Board of County Commissioners has reviewed the contract finding same to be in order and reasonable.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the letter contract for professional planning services of Poggemeyer Design Group, Inc. for the assistance in the application procedure for the FY 2012 CHIP Grant at the terms so specified in said contract; and,

**BE IT FURTHER RESOLVED** that said Board authorizes the President of the Board, Douglas A. Spencer, to execute said letter contract.

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

Adopted this  
7th day of  
February, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

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



January 31, 2012

Mr. Michael K. Hensley  
Assistant County Administrator  
Auglaize County Board of Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, Ohio 45895

Re: Contract for Preparation of Auglaize County's FY 2012 CHIP Grant Application  
PDG Proposal No: 08-2012-2000

Dear Mr. Hensley:

Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for review and execution. PDG proposes to provide professional planning services to assist the County with preparation of its FY 2012 Community Housing Improvement Program (CHIP) Grant Application (hereinafter referred to as the "project").

The County shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the County will provide all pertinent existing data related to this project to PDG.

Basic services provided under this contract will consist of the following:

- Preparing the County's FY2012 CHIP Grant Application based on the identified strategies outlined in the County's 2005-2009 CHIS and subsequent Housing Advisory Committee recommendations.
- Assisting with the scheduling and convening of the required public hearings necessary for the submittal of the County's CHIP Grant Application.
- Assisting the County revamp its Housing Advisory Committee to include the prerequisite members stipulated by the Office of Community Development.
- Convening the County's Housing Advisory Committee (HAC) for one (1) meeting to review pertinent housing data, foreclosure information, and local housing conditions. PDG will provide an overview of the current CHIS strategies, and assist the HAC formulate the County's FY2012 CHIP housing activities.
- Submitting the CHIP Grant application to the State of Ohio - Office of Community Development by the deadline date of Monday, April 2, 2012.

PDG will complete these services following execution of this agreement by the April 2, 2012 CHIP Grant deadline.

The fee for providing these basic services is a time and expense fee based on PDG's current hourly rate schedule with a maximum fee of **\$10,000**, which includes reimbursables.



Mr. Michael K. Hensley  
January 31, 2012  
Page 2

If work activities are required which are not included in the basic services described above, PDG can provide these based on its current hourly rate schedule.

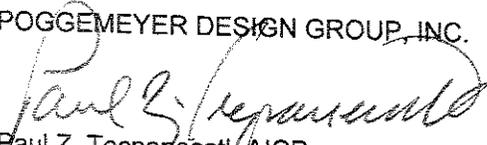
PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified above.

This letter contract, with Exhibits A (1 page), B (1 page), and C (1 page), represents the entire agreement between PDG and the County in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign both originals of this letter contract in the space provided below and return one (1) original to PDG. This contract will be open for acceptance for a period of thirty (30) days, unless adjusted by PDG or the County in writing.

Should you have any questions, or require additional information, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

  
Paul Z. Tecpanecatl, AICP  
Principal Owner/Planning Dept. Mgr.

Accepted this 7 day of February, 2012 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By:   
Title: President, BOCC



## EXHIBIT A

### 1. **OWNER'S RESPONSIBILITIES**

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to PLANNER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects.

### 2. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are included in the compensation fee for basic and additional services and are the actual expenses incurred by PLANNER or PLANNER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; toll telephone calls; reproduction of reports; pictures, and similar Project-related items.

### 3. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, PLANNER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

### 4. **SUCCESSORS AND ASSIGNS**

OWNER and PLANNER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and PLANNER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent PLANNER from employing such independent professional associates and consultants as PLANNER may deem appropriate to assist in the performance of services hereunder.

### 5. **LIMITATION OF LIABILITY CLAUSE**

The PLANNER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.



POGGEMEYER  
DESIGN GROUP

**EXHIBIT B**

**1. CERTIFICATE OF OWNER'S ATTORNEY**

I, \_\_\_\_\_, the undersigned, duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: \_\_\_\_\_ Seal: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, \_\_\_\_\_, Clerk/Auditor of \_\_\_\_\_ hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: \_\_\_\_\_ Seal: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME Poggemeyer Design Group, Inc.		PHONE 419-352-7537
BUSINESS ADDRESS 1168 North Main Street		
CITY Bowling Green	STATE Ohio	ZIP 43402
BUSINESS/ORGANIZATION REPRESENTATIVE NAME Paul Tecpanecatl, AICP		TITLE Principal Owner

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

APPLICANT SIGNATURE <input checked="" type="checkbox"/> <i>Paul Tecpanecatl</i>	DATE 1/31/12
--	-----------------



# Dave Yost

## Ohio Auditor of State

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140  
(614) 466-4514  
(800) 282-0370

### Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

#### Contractor's Information:

**Organization:** Poggemeyer Design Group, Inc.

**Date:** 02/07/2012

This search produced the following list of possible matches:

1 Possible matches were found

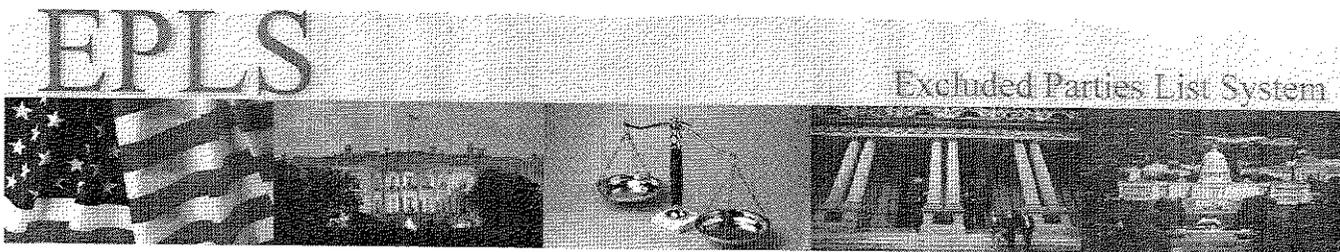
Name/Organization	Address
Pogue, Vivian	3420 Trimble Avenue Cincinnati, OH 45207

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



**Search - Current Exclusions**

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

**View Cause and Treatment Code Descriptions**

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

**Agency & Acronym Information**

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

**OFFICIAL GOVERNMENT USE ONLY**

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

**EPLS Search Results**

**Search Results for Parties Excluded by**

Firm, Entity, or Vessel : Poggemeyer Design Group, Inc.  
 State : OHIO  
 Country : UNITED STATES  
 As of 07-Feb-2012 9:20 AM EST  
[Save to MyEPLS](#)

**Your search returned no results.**

[Back](#) [New Search](#) [Printer-Friendly](#)

**Resources**

- > [Search Help](#)
- > [Advanced Search Tips](#)
- > [Public User's Manual](#)
- > [FAQ](#)
- > [Acronyms](#)
- > [Privacy Act Provisions](#)
- > [News](#)
- > [System for Award Management \(SAM\)](#)

**Reports**

- > [Advanced Reports](#)
- > [Recent Updates](#)
- > [Dashboard](#)

**Archive Search - Past Exclusions**

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

**Contact Information**

- > [For Help: Federal Service Desk](#)

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED IN THE GRAND LAKE TASK FORCE FEDERAL GRANT FUND.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2012.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has been requested to amend the Annual Appropriation with moneys that the County Auditor has certified and were unappropriated for the following fund listed below:

**022 Grand Lake Task Force Federal Grant Fund.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2012 Annual Appropriation Resolution be amended as follows:

**Increase 022.0022.531000 (Reimbursement) - by \$ 28,146.51.**

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

Adopted this  
7th day of  
February, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . Yes  
Douglas A. Spencer

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John N. Bergman

✓cc: County Auditor  
✓ Sheriff Allen Solomon

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2012.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

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

**OCHS Sheriff EQ Grant Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 22,475.00	198.0198.530400 (Equipment)	198.0198.531000 (Reimbursement)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustment to show the changes as tabulated above.

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

Adopted this  
7th day of  
February, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes  
Douglas A. Spencer

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John N. Bergman

cc: County Auditor  
✓ Sheriff - Allen Solomon

**IN THE MATTER OF APPROVING THE CONTRACT AND BOND FOR J & M EXCAVATING, INC. FOR THE LOWRY DITCH PROJECT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2012.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Engineer's office has filed with this Board a contract and bond with J & M Excavating, Inc. for labor and materials for said Lowry Ditch project petitioned under Senate Bill 160; and,

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

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract and bond with J & M Excavating, Inc. , as presented, for the Lowry Ditch project; and,

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

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

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

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

Adopted this  
7th day of  
February, 2012

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

cc: County Engineer

# DITCH CONTRACT

Revised Code, Sec. 6131.41

*In the Matter of the*      **LOWRY DITCH**

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

THIS AGREEMENT, *made and entered into on this*      *day of*      , 2012

*by and between the County Commissioners of*      **AUGLAIZE COUNTY**      ,  
*Ohio, and hereinafter designated as "First Party," and*      **J & M EXCAVATING, INC.** *of*  
**23272 RD. N-22, CLOVERDALE, OHIO 45827** *hereinafter designated as "Second Party."*

WITNESSETH, THAT SAID "SECOND PARTY," *For and in consideration of the sum*  
*of*      **Twenty one thousand, eight hundred thirty and 40/100**      (**\$ 21,830.40**) *Dollars,*  
*to be paid as hereinafter specified, hereby agree to furnish unto said "First Party." all the necessary*  
*materials, and do all the work and labor required to construct the*      **LOWRY DITCH**      *improvement*  
*petitioned for by*      **SENATE BILL 160**      , *and others, in accordance with plans, drawings and*  
*specifications for the same hereto attached, which plans, drawings and specifications are hereby declared*  
*to be a part of this contract.*

*Said "Second Party" further agrees to furnish said materials and to do the said work and labor*  
*promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in*  
*charge, without hindrance or delay to any other branch or class of work on said*      **LOWRY DITCH,**  
*and to work in harmony with and to render such assistance to other branches of work as their connection*  
*therewith and the progress of the*      **LOWRY DITCH**      *may require. The whole to be*  
*completed to the satisfaction and acceptance of said "First Party" on or before the*      **1<sup>st</sup>** *day of*  
**SEPTEMBER, 2012.**

AND SAID "FIRST PARTY," *for and in consideration of the true and faithful performance of*  
*said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second*  
*Party" said sum of*      **Twenty one thousand, eight hundred thirty and 40/100**      (**\$ 21,830.40**)  
*Dollars, in installment from time to time, upon the certificate of acceptance of the County Engineer and as*  
*provided by law.*

Now if the said

J & M EXCAVATING, INC.

of

23272 RD. N-22, CLOVERDALE, OHIO 45827

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

Executive in Presence of

W. J. M. President  
signed

J. A. Kohlberg Treasurer  
witness

J+M Excavating, Inc.  
company

Art W. Warner Secretary  
witness

23272 Rd. N-22  
street

Cloverdale, OH 45827  
city, state, zip

The above Contract being good and sufficient is approved this 7<sup>th</sup> day of February, 2012.

Doyle A. Simon  
commissioner

John N. Bergman  
commissioner

D. P. ...  
commissioner

# BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the                      LOWRY DITCH

Single County Ditch No.

Petitioned for by    SENATE BILL 160  
and others.

ON CONTRACT FOR WORK AND LABOR  
and materials

KNOW ALL MEN BY THESE PRESENTS, That we,    J & M EXCAVATING, INC  
of 23272 RD. N-22, CLOVERDALE, OHIO 45827    , as Principal,    and  
MERCHANTS BONDING COMPANY ,    as sureties, are held and firmly bound unto  
the state of Ohio for the benefit of    AUGLAIZE COUNTY    and for the benefit of any owner  
having a right of action thereon as is provided by law, in the penal sum of Twenty one thousand,  
eight hundred thirty and 40/100    ( \$ 21,830.40 ) Dollars, to the payment of which sum, well and  
truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators.

Signed by us, and dated this                      day of                      , 2012

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound  
J & M EXCAVATING, INC of 23272 RD. N-22, CLOVERDALE, OHIO 45827  
have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and  
perform the work and labor for the construction of the    LOWRY DITCH    improvement  
petitioned for by                      SENATE BILL 160                      and others specified in said Contract, to  
the satisfaction and acceptance of the County Engineer, on or before the 1<sup>st</sup> day of SEPTEMBER,  
2012,    for the compensation of    Twenty one thousand, eight hundred thirty and 40/100  
( \$ 21,830.40 ) Dollars.

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

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

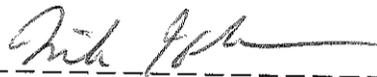
And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said J & M EXCAVATING, INC

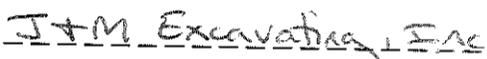
of 23272 RD. N-22, CLOVERDALE, OHIO 45827

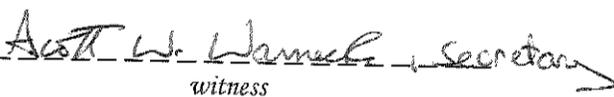
shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this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

Executive in Presence of

  
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signed President

  
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witness Treasurer

  
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company

  
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witness Secretary

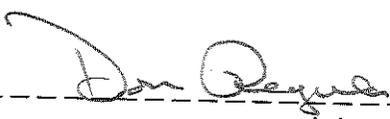
  
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street

  
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city, state, zip

The above Bond being good and sufficient is approved this 7<sup>th</sup> day of February, 2012.

  
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commissioner

  
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commissioner

  
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commissioner

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 7th day of February, 2012.

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 #</u>	<u>Amount</u>	<u>Vendor</u>
358763	\$ 423.01	Auglaize County Treasurer
358763	\$ 7,341.33	Auglaize County Treasurer
358765	\$ 259.81	Telephone Service Company
358766	\$ 135.00	Joint Township Hospital
358771	\$ 206.01	Nickles Bakery
358772	\$ 972.82	City of Wapakoneta – Utilities
358772	\$ 844.47	City of Wapakoneta – Utilities
358772	\$ 1,944.36	City of Wapakoneta – Utilities
358772	\$ 225.69	City of Wapakoneta – Utilities
358772	\$ 8,643.91	City of Wapakoneta – Utilities
358773-775	\$ 380.87	City of St. Marys
358778	\$ 1,731.30	Speckman Auto Parts
358780	\$ 6,761.71	City of Wapakoneta
358780	\$ 259.22	City of Wapakoneta
358781	\$ 2,064.30	Senior Care Service
358782	\$ 728.89	Perry Corp.
358787	\$ 309.04	Western Ohio True Value
358788	\$ 100.87	Midwest Electric
358788	\$ 298.36	Midwest Electric
358788	\$ 153.47	Midwest Electric
358788	\$ 243.08	Midwest Electric
358788	\$ 286.26	Midwest Electric
358788	\$ 500.56	Midwest Electric
358789	\$ 2,940.00	Greg Richards
358793	\$ 4,052.00	Tyler Technologies, Inc.
358794	\$ 1,191.50	Schwietermans Pharmacy
358799	\$ 937.50	Judith McCune
358801	\$ 974.00	Mark E..G. Davis
358806	\$ 343.24	Koenig Equipment
358809	\$ 775.10	Visa
358810-812	\$ 607.73	Visa
358814	\$ 150.00	Kroger
358817	\$ 370.00	Treasurer of State
358818	\$ 154.00	Treasurer of State
358819	\$ 1,107.00	Treasurer of State
358820	\$ 1,161.09	Treasurer of State
358822	\$ 2,373.90	Treasurer of State
358827	\$ 122.09	Sentimental Productions
358828	\$ 3,766.67	Alvis House
358829	\$ 3,000.00	Auglaize Soil & Water Conservation
358834	\$ 102.00	Image Masters
358835	\$ 950.00	Heidi Edwards
358836	\$ 158.50	Nextel Communications
358837	\$ 830.74	Reiter Dairy
358838	\$ 120.00	Denny James
358839	\$ 4,697.37	Rightway Food Service
358842-843	\$ 67,785.54	Perfection Group
358844	\$ 5,894.39	Perfection Group
358847	\$ 103.57	The Peas & Corn Co., Inc.
358848	\$ 1,400.00	Dr. Thomas Freytag
358850	\$ 200.00	Ohio Common Pleas Judges Assoc.
358851	\$ 114.24	Safariland, LLC
358852	\$ 1,554.28	Wescom Solutions
358860-861	\$191,823.00	Peterson Construction
358864-865	\$133,400.00	Brian Bros. Painting
358866-867	\$ 10,672.00	Brian Bros. Painting

358871	\$ 172.99	Devdutt, Inc.
358871	\$ 520.00	Devdutt, Inc.
358875	\$ 261.00	Merino Skin Care
358879	\$ 234.90	Clay Wagner
358882	\$ 241.08	MPH Industries, Inc.
358886	\$ 1,423.31	Clemans Nelson
358887	\$ 1,019.99	Pitney Bowes
358888	\$ 165.52	Teeter's
358889	\$ 213.00	Treasurer of Ohio
358893	\$ 442.06	Schwietermans
358895	\$ 120.01	E & R Trailer
358897	\$ 17,206.66	Treasurer of State of Ohio
358899	\$ 600.00	Assn. Ohio Health Commissioners
358901	\$ 436.48	Mike Morrow
358902	\$ 211.17	West Ohio X-Ray
358904	\$ 111.78	Miller Textile
358906	\$ 1,075.55	First Call Auto Supply
358908	\$ 500.84	Matthew Bender
358913	\$ 2,457.90	Ohio Public Defender Commission
358914-915	\$ 125.21	First Communications
358916	\$ 1,515.28	Key Supply
358917	\$ 630.60	Ohio State University
358921	\$ 1,573.74	Behavioral Interventions
358922	\$ 366.25	Four-U-Office Supplies
358922	\$ 555.37	Four-U-Office Supplies
358923	\$ 197.50	Smith Boughan
358927	\$ 11,079.60	Burke Petroleum Inc.
358928	\$ 389.61	Lowe's
358929	\$ 480.00	Lowe's
358932	\$ 2,500.00	VanWert Co. General Health
358938	\$ 193.36	Gordon Food Service
358938	\$ 438.42	Gordan Food Service
358941	\$ 250.88	McKee Foods
358945	\$ 4,760.96	Beeber Pharmacy
358948	\$ 1,365.00	Treasurer State of Ohio
358953	\$ 292.28	Keefe Supply Co.
358953	\$ 995.44	Keefe Supply Co.
358954	\$ 115.00	Pathology Laboratories
358954	\$ 163.00	Pathology Laboratories
358956	\$ 10,258.00	CMI
358957	\$ 165.00	Von der haus Gill German Shepherds
358962	\$ 370.54	American Const. Equip.
358963	\$ 327.95	U-Line
358964	\$ 199.80	AT & T
358967	\$ 416.94	Bornhorst Printing Co.
358969	\$ 198.12	Crawford Supply
358972-973	\$ 1,131.11	Verizon Wireless
358978	\$ 129.22	Verizon Wireless
358979	\$ 424.74	Verizon Wireless
358980	\$ 391.42	Verizon Wireless
358987	\$ 603.02	Dominion East of Ohio
358988	\$ 3,024.74	Dominion East of Ohio
358990	\$ 867.55	Vectren Energy Delivery
358995	\$ 450.64	Moran Refrigeration
359002-004	\$ 5,099.65	City of Wapakoneta
359008	\$ 343.34	Auglaize Co. Treasurer

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

Adopted this  
 7th day of  
 February, 2012

BOARD OF COUNTY COMMISSIONERS  
 AUGLAIZE COUNTY, OHIO

Absent  
 Douglas A. Spencer

Don Regula, yes  
 Don Regula

John N. Bergman, yes  
 John N. Bergman