

IN THE MATTER OF AWARDING GRANTS TO VARIOUS ORGANIZATIONS FOR THE YEAR 2019.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on the 3rd day of January, 2019 the Board of County Commissioners did approve the 2019 Annual Appropriation for the County; and,

WHEREAS, the Board did appropriate monies as grants for 2019 to certain organizations and in the amounts as follows:

Auglaize County Humane Society	\$ 1,500.00
Ohio State Cooperative Extension Service	\$ 186,400.00
Soil Conservation Service	\$ 171,000.00
Auglaize County Agricultural Society	\$ 50,000.00
Auglaize County Historical Society	\$ 5,000.00
New Bremen Historical Society	\$ 750.00
Minster Historical Society	\$ 750.00
Cridersville Historical Society	\$ 750.00
New Knoxville Historical Society	\$ 750.00
Utopolis Historical Society	\$ 750.00
Buckland Historical Society	\$ 750.00
Local Emergency Planning	\$ 8,400.00

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does approve the above grants and authorizes the Clerk to do the paperwork necessary for payment of said grants.

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

Adopted this 8th day
of January, 2019

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
Clerk of the Board

County Commissioners' Office
Auglaize County, Ohio
January 8, 2019

No 19.010

IN THE MATTER OF AUTHORIZING A HOUSING REHABILITATION PROJECT UNDER THE C.H.I.P. PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners did receive a \$250,000.00 grant through the State of Ohio's Office of Community Development - PY2018 Community Housing Impact and Preservation Program and the Auglaize County Commissioners have committed \$174,000.00 from the Program Income Fund for the acquisition & rehabilitation of housing units within the County; and

WHEREAS, the following home repair project is ready to proceed:

Applicant: Doris A. Makley 2100 Celina Rd. St. Marys, Ohio
Project Cost: \$4,500.00 (CDBG Funds) B-C-18-1AF-1
(Home Repair)

Contractor: Bebout & Houg Roofing & Siding

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby authorize the housing project as noted 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 8th day
of January, 2019

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: Gayle Flaczynski - Poggemeyer Design Group
✓ BOCC Clerk - Esther Leffel

IN THE MATTER OF GRANTING AN ANNEXATION OF 1.15 ACRES, MORE OR LESS, TO THE VILLAGE OF NEW KNOXVILLE FROM WASHINGTON TOWNSHIP; PETITIONED BY CROWN EQUIPMENT CORPORATION; FILED BY JASON THIS, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on January 3, 2019, a petition for annexation of 1.15 acres, more or less, was filed as an Expedited Type 1, with the office of the Board of County Commissioners by Jason This named as Agent for petitioner Crown Equipment Corporation; and,

WHEREAS, the requirements for the filing of said petition were all met by Agent Jason 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 New Knoxville and Washington 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 1.15 acres, more or less, to the Village of New Knoxville as petitioned by Crown Equipment Corporation 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
8th day of
January, 2019

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
County Engineer
Jason This, Agent
Washington Township Trustees
Village of New Knoxville

RECEIVED

JAN - 3 2019

Board of County Commissioners
Auglaize County, Ohio

ANNEXATION PETITION

The undersigned, CROWN EQUIPMENT CORPORATION, an Ohio corporation, hereinafter referred to as Petitioners, are owners of the following real property located in the Township of Washington, County of Auglaize and State of Ohio, to-wit:

Tract One:

Exhibit "A" Legal Description as noted in Volume 694, Pages 1154-1156, Auglaize County Recorder's Official Records is owned by Crown Equipment Corporation, an Ohio corporation.

Prior Deed Reference: Volume 694, Pages 1154-1156, Auglaize County Recorder's Official Records.

Tax Parcel No. M36-020-003-05

Premises known as 7807 State Route 219, New Knoxville, Ohio 45871

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 CROWN EQUIPMENT CORPORATION, an Ohio corporation, whose address is 40-44 South Washington Street, New Bremen, Ohio 45869.

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 New Knoxville from the Township of Washington 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 New Knoxville and Washington 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.

CROWN EQUIPMENT CORPORATION,
an Ohio corporation

11/2/2019

Date:



Bradley L. Smith, Assistant Treasurer
40-44 South Washington Street
New Bremen, Ohio 45869

I hereby accept the designation as agent for petitioners, dated this 2nd day of January, 2019.



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)
jason@this-law.com

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.

Tracts proposed for Annexation

CROWN EQUIPMENT CORPORATION Approximately 1.15 acres Washington Township
M36-020-003-05

PT SE 1/4

40 South Washington Street
New Bremen, Ohio 45869 (mailing address)

Tracts adjacent to the territory proposed for annexation

Crown Controls Corp. 3.21 acres, Section 20, Washington Township

40 South Washington Street

PT SE 1/4

New Bremen, Ohio 45869 (mailing address)

M36-020-003-08

0 State Route 219

New Knoxville, Ohio 45871 (physical address)

The Way International

21.3 acres, Section 20, Washington Township

PT SE SE

PO Box 328

New Bremen, Ohio 45869 (mailing address) M36-020-003-00

0 State Route 219

New Knoxville, Ohio 45869 (physical address)

Robert E. Wilkins and Joann

1.155 acres, Section 20, Washington Township

SW Cor SE SE 200 x 250

07759 State Route 219

M36-020-003-09

New Knoxville, Ohio 45871 (mailing address)

07759 State Route 219

New Knoxville, Ohio 45871 (physical address)

**Board of County Commissioners of
Auglaize County, Ohio**

209 S. Blackhoof St, RM 201
Wapakoneta, Ohio 45895 (mailing address)

0 State Route 219
New Knoxville, Ohio 45871 (physical address)

40.486 acres, Section 20, Washington Township
PT NE and PT NW
M39-291-004-00

Exhibit A

[Insert Property description]

LEGAL DESCRIPTION

ANNEXATION OF 1.15 ACRES TO THE VILLAGE OF NEW KNOXVILLE, OHIO

Situate in the Township of Washington, County of Auglaize, State of Ohio and being a tract of land in the Southeast quarter of Section 20, Town 6 South, Range 5 East, and being further described as follows:

Beginning at a point on the centerline of State Route 219 and the south line of Section 20, this point being 936.00 feet west of the southeast corner of Section 20, thence North 1° 07' east for a distance of 1100.00 feet, thence due west 200.00 feet, thence south 1° 07' west for a distance of 1100.00 feet to the centerline of State Route 219, thence due east along this centerline for a distance of 200.00 feet to the place of beginning.

Containing in all 5.05 acres, more or less.

All bearings refer to the centerline of State Route 219 and the south line of Section twenty (20) as being due east.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

Situate in the Township of Washington, County of Auglaize, State of Ohio and being a tract of land in the southeast quarter of Section 20, Town 6 South, Range 5 East, and being further described as follows:

Beginning at a point 250.00 feet north 1° 07' east of a point on the centerline of State Route 219 and the south line of Section 20, this point being 936.00 feet west of the southeast corner of Section 20, thence north 1° 07' east for a distance of 850.00 feet thence due west for a distance of 200.00 feet, thence south 1° 07' west

for a distance of 850.00 feet, thence due east 200.00 feet to the place of beginning.

Containing in all 3.9 acres, more or less.

All bearings refer to the centerline of State Route 219 and the south line of Section 20 as being due east.

Prior Deed Reference: Volume 22, Page 94-96, and Volume 694, Pages 1154-1156, Auglaize County Recorder's Official Records.

Tax Parcel Number: M36-020-003-05

Premises known as 7807 State Route 219, New Knoxville, Ohio 45871

Parcel Data



October 12, 2018

ParID: M3602000305

Owner: CROWN CONTROLS CORPORATION

Parcel Address: 07807 SR 219

Legal Description: PT SE SE

Section: 20 Town: 6 Range: 5

Vol: OR 22 Page: 94

Survey:

Mail Owner: CROWN CONTROLS CORP

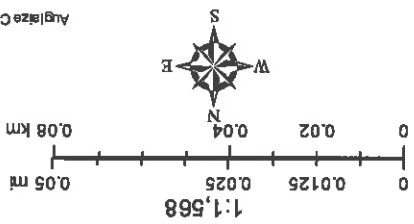
Address 1: 40-44 S WASHINGTON ST

Address 2:

Address 3: NEW BREMEN OH 45869



Tax Map/GIS Mapping
Auglaize County
209 S. Blackfoot Street
Wapakoneta, Ohio 45895



Auglaize County GIS

THIS CONVEYANCE HAS BEEN EXAMINED AND THE GRANTOR HAS COMPLIED WITH SECTION 519.202 OF THE REVISED CODE. EXEMPT M
FEE \$ _____
JANET SCHULER
TRANSFERRED ON 10-31-18
BY HAC

201800005718
Filed for Record in
AUGLAIZE COUNTY, OHIO
ERILY K. SCHLENKER, RECORDER
10-31-2018 AT 11:22 am.
WARRANTY DEED 36.00
OR Book 694 Page 1154 - 1156
201800005718
JASON THIS
BOX

Instrument 201800005718 OR
Book Page 694 1154

GENERAL WARRANTY DEED

Know All Men by These Presents, that CROWN EQUIPMENT CORPORATION (formerly CROWN CONTROLS CORPORATION, also known as CROWN CONTROL CORPORATION, also known as CROWN CONTROLS CORP.), an Ohio corporation, Grantor, of Auglaize County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to CROWN EQUIPMENT CORPORATION, an Ohio corporation, Grantees, whose tax-mailing address is 40 South Washington Street, New Bremen Ohio 45869, the following real property:

Situate in the Township of Washington, County of Auglaize, State of Ohio and being a tract of land in the Southeast quarter of Section 20, Town 6 South, Range 5 East, and being further described as follows:

Beginning at a point on the centerline of State Route 219 and the south line of Section 20, this point being 936.00 feet west of the southeast corner of Section 20, thence North 1° 07' east for a distance of 1100.00 feet, thence due west 200.00 feet, thence south 1° 07' west for a distance of 1100.00 feet to the centerline of State Route 219, thence due east along this centerline for a distance of 200.00 feet to the place of beginning.

Containing in all 5.05 acres, more or less.

All bearings refer to the centerline of State Route 219 and the south line of Section twenty (20) as being due east.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE:

Situate in the Township of Washington, County of Auglaize, State of Ohio and being a tract of land in the southeast quarter of Section 20, Town 6 South, Range 5 East, and being further described as follows:



Beginning at a point 250.00 feet north 1° 07' east of a point on the centerline of State Route 219 and the south line of Section 20, this point being 936.00 feet west of the southeast corner of Section 20, thence north 1° 07' east for a distance of 850.00 feet thence due west for a distance of 200.00 feet, thence south 1° 07' west for a distance of 850.00 feet, thence due east 200.00 feet to the place of beginning.

Containing in all 3.9 acres, more or less.

All bearings refer to the centerline of State Route 219 and the south line of Section 20 as being due east.

Prior Deed Reference: Volume 22, Page 94-96, and Volume _____, Pages _____, Auglaize County Recorder's Official Records.

Tax Parcel Number: M36-020-003-05

Premises known as 7807 State Route 219, New Knoxville, Ohio 45871

IN WITNESS THEREOF, Grantor, Crown Equipment Corporation formerly Crown Controls Corporation, also known as Crown Control Corporation, also known as Crown Controls Corp.), an Ohio corporation, has caused its corporate name to be subscribed hereto by Bradley L. Smith, its Assistant Treasurer, duly authorized by resolution of its board of directors, who have hereunto set its and his hand this 30th day of October, 2018.


Signed and acknowledged


Bradley L. Smith, Assistant Treasurer

STATE OF OHIO :
:ss
COUNTY OF AUGLAIZE :

Before me a Notary Public in and for said County, personally appeared the above named CROWN EQUIPMENT CORPORATION formerly Crown Controls Corporation, also known as Crown Control Corporation, also known as Crown Controls Corp.), an Ohio corporation, by Bradley L. Smith, its Assistant Treasurer, of the Grantor in the foregoing deed, and acknowledged the signing thereof to be its and his voluntary act and deed pursuant to authority of its board of directors of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at New Bremen, Ohio, this 30th day of October, 2018.


Notary Public



This instrument prepared by:
Jason E. This, Attorney-at-Law
P.O. Box 42, New Bremen, Ohio 45869

LAURA MARIE ANDERSON
Notary Public
State of Ohio
My Commission Expires 10/21/2022

Washington Township – Village of New Knoxville
Annexation Agreement

This Annexation Agreement (this “*Agreement*”) is made at Auglaize County, Ohio, by and between the Board of Trustees for Washington Township, Auglaize County, Ohio (hereinafter referred to as “*Township*”), whose mailing address is 10338 State Route 219, New Knoxville, Ohio 45871, and the Village of New Knoxville (hereinafter referred to as “*Village*”), whose mailing address is 101 S. Main Street, P.O. Box 246, New Knoxville, Ohio 45871.

WITNESSETH:

WHEREAS, Township and Village desire to establish an Annexation Agreement, as permitted under Ohio Revised Code Section 709.021, 709.022 and 709.192 for the development of certain real property (hereinafter referred to as “*Property*”), as more fully described in Exhibit A, attached hereto which property is situated in Township and fully owned by Crown Equipment Corporation, an Ohio corporation (the “*Crown*”); and

WHEREAS, the foregoing described Property is proposed for annexation to Village from Township; and

WHEREAS, Township and Village are desirous of entering into an annexation agreement which contemplates that the Property will be annexed into the Village, with provisions for allocation and/or sharing of tax revenues, and the cooperation for provision of other services to the Property; and

WHEREAS, both Township and Village residents will benefit from the provisions of this Agreement; and

WHEREAS, Township has agreed to enter into this Agreement, pursuant to a Resolution No. 6-2018, and effective the 14th day of November, 2018, and the Village has agreed to enter into this Agreement by Ordinance No. 2018-10-04, effective the 28th day of December, 2018;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and pursuant to the Ohio Revised Code, the parties agree as follows:

ARTICLE 1

THE PROPERTY

The Property shall consist of a certain 1.15 acre parcel and certain portions of certain other parcels owned exclusively by Crown Equipment Corporation located in Washington Township, Auglaize County, Ohio as further described in Exhibit A, a map depicting said Property, which is incorporated herein by reference. The Property described in Exhibit A may only be amended by written agreement of the parties to this Agreement and Crown.

ARTICLE 2

ANNEXATION

- A. The parties contemplate that the Property shall be annexed into the Village pursuant to and subject to the requirements of the Ohio Revised Code Chapter 709. Township agrees that the annexation of the Property may occur in one proceeding, or in several separate proceedings, in the discretion of the Village, and when the effected by Crown as the Property owner. In the event of the failure of the annexation of the Property, this Agreement shall be null and void.
- B. In the event of any annexation of the Property into the Village, it is agreed that the Property shall be treated for tax purposes the same as all other parts of the Village located within Washington Township following the approval and acceptance of the annexation. The Township and Village shall fully cooperate with the State and Auglaize County officials to create an additional taxing district, if necessary.

ARTICLE 3

COOPERATION OF THE TOWNSHIP

- A. Township hereby assents to the annexation of the Property to Village. Township further agrees to authorize its designated representative to sign any petitions prepared by Village or its agents to agree to the annexation of any roadways or other property owned by it within the Property area.
- B. Township further agrees at the written request of the Village, to appear at any hearings before the County and assist the Village in the annexation of the Property, including providing testimony under oath that Township agrees to the annexation, if necessary.
- C. Township waives any objections to said annexation and waives any rights it may have to contest such annexation, including rights of appeal or injunctive relief, including but not limited to, any rights it may have under Section 709.07 or Chapter 2506 of the Ohio Revised Code.

ARTICLE 4

ALLOCATION OF TAX REVENUES

This Agreement is intended to provide Village, with the same allocation of tax revenues for the Property being annexed as all other portions of the City located within Washington Township.

ARTICLE 5

POST ANNEXATION GOVERNMENTAL SERVICES

- A. Upon annexation, Village shall be solely responsible for the zoning of the Property.
- B. Village shall provide to the Property the following municipal services: fire and police protection, waste collection, building and code regulations, civil engineering, traffic engineering, street and road maintenance and repair, parks and recreation, fair employment, fair housing, community development and planning, housing inspection, health and environmental services, economic development and water and sanitary sewer services and municipal electric services, with cost being allocated pursuant to normal Village procedures. The parties agree that the Property is entitled to standard governmental services by Village in the same manner such services are provided to other areas of Village.
- C. The parties agree that the Property is entitled to standard fire protection and emergency medical services by Village and Township in the manner such services are provided to other areas of Village and Township.
- D. Village shall not require any Township representative, Township employee, school or non-profit organization to sign an annexation proxy or consent as a condition precedent to obtaining water service.
- E. All roadways within the Property that will have been the Township's responsibility to maintain and improve but for the annexation shall become the responsibility of Village to maintain and improve. This shall include routine road and street maintenance, including snowplowing, repairing of chuckholes and signage. This shall also include the cost of road capital improvements.

ARTICLE 6

MEDIATION AND NOTICE OF CLAIMED BREACH

In the event the parties have a dispute as to any of the terms or to the applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process or, if they are unable to agree, to utilize whatever mediation process may then be in existence and used by the Auglaize County Common Pleas Court. Each party retains all legal rights available to them under this Agreement and under the law.

ARTICLE 7

MUNICIPAL POWER

Nothing in this Agreement shall be construed to be in derogation of the powers granted to municipal corporations by Article XVIII of the Ohio Constitution.

ARTICLE 8

MODIFICATION

This Agreement may not be modified except by official legislative action of both Village and Township.

ARTICLE 9

LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not be affected by any other provision of this Agreement. The titles of the Articles of this Agreement are descriptive only and are not to be considered substantive provisions of this Agreement.

ARTICLE 10

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings, or previous oral or written agreements between the parties respecting the subject matter of this Agreement.

ARTICLE 11

GOVERNING LAW

This Agreement, and all the rights, duties and obligations of Village and Township, shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties hereunder are performable in Auglaize County, Ohio.


ARTICLE 12

ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, officials, trustees, employees, representatives, assigns and successors.

In Witness Whereof, this Annexation Agreement is executed, in duplicate, at Auglaize County, Ohio, on the date set forth below.

The Village of New Knoxville

By: 

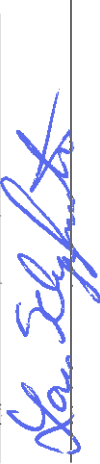
Its Mayor: Keith Leffel

Date: _____


The Board of Trustees For
Washington Township

By: 

By: 

By: 

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Village Solicitor


County Prosecutor

IN THE MATTER OF ASSIGNING AUTHORITY TO MIKE MORROW, DIRECTOR OF JOB AND FAMILY SERVICES TO ACT AS THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS' DESIGNEE FOR APPROVING INTER-COUNTY ADJUSTMENTS OF ALLOCATED FUNDS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and,

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and,

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and,

WHEREAS, a county family services agency must make such inter-county adjustment request to the Ohio Department of Job and Family Services, and include with such request a resolution authorizing such from that county's Board of County Commissioners; and,

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(G)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county family service agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE BE IT RESOLVED, that the Board of Auglaize County Commissioners hereby assigns authority to Mike Morrow, Auglaize County Director of Job and Family Services, for the specific period from January 1, 2019 through December 31, 2019, to serve as the Board of Auglaize County Commissioners' designee, and thereby grant Mr. Morrow the authority to sign inter-county adjustment agreements on behalf of Auglaize County for the period January 1, 2019 through December 31, 2019.

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

Adopted this
8th day of
January, 2019

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: Auglaize County DJFS
Auditor

IN THE MATTER OF GRANTING AN ANNEXATION OF 0.4 ACRES, MORE OR LESS, TO THE VILLAGE OF NEW KNOXVILLE FROM WASHINGTON TOWNSHIP; PETITIONED BY BARBARA STARR nka WICKER AND JESSE WICKER; FILED BY JASON THIS, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on January 3, 2019, a petition for annexation of 0.4 acres, more or less, was filed as an Expedited Type 1, with the office of the Board of County Commissioners by Jason This named as Agent for petitioners Barbara Starr nka Wicker and Jesse Wicker; and,

WHEREAS, the requirements for the filing of said petition were all met by Agent Jason 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 New Knoxville and Washington 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,

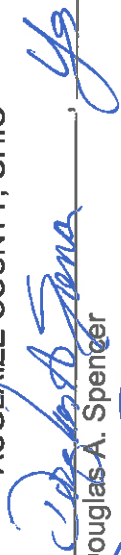
WHEREAS, the Board determined that this annexation is in order, meeting all criteria.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 0.4 acres, more or less, to the Village of New Knoxville as petitioned by Barbara Starr nka Wicker and Jesse Wicker 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
8th day of
January, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer Yes


Don Regula Yes


John N. Bergman Yes

cc: County Auditor
County Engineer
Jason This, Agent
Washington Township Trustees
Village of New Knoxville

RECEIVED

JAN - 3 2019

Board of County Commissioners
Auglaize County, Ohio

ANNEXATION PETITION

The undersigned, BARBARA STARR now known as Barbara Wicker and Jesse Wicker, her husband, hereinafter referred to as Petitioners, are owners of the following real property located in the Township of Washington, County of Auglaize and State of Ohio, to-wit:

Tract One:

Exhibit "A" Legal Description as noted in Volume 95, Page 83 and Volume 2, Page 62, Auglaize County Recorder's Official Records is owned by Barbara Starr, an unmarried individual.

Prior Deed Reference: Volume 95, Page 183 and Volume 2, Page 62, Auglaize County Recorder's Official Records.

Tax Parcel Number: Add on to M39-014-068-00

Premises known as 213 Botkins Angle Road, New Knoxville, Ohio 45871

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 BARBARA STARR, whose address is 213 Botkins Angle Road, New Knoxville, Ohio 45871.

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 New Knoxville from the Township of Washington 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 New Knoxville and Washington Township.

RECEIVED

JAN -3 2019

Board of County Commissioners
Auglaize County, Ohio

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.

11/25/18

Date:



Barbara Starr nka Wicker
213 Botkins Angle Road
New Knoxville, Ohio 45871

11/25/18

Date:



Jesse Wicker, husband of Barbara Wicker
213 Botkins Angle Road
New Knoxville, Ohio 45871

I hereby accept the designation as agent for petitioners, dated this 12th day of December, 2018.



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)
jason@this-law.com

JAN -3 1989

Board of County Commissioners
Auglaize County, Ohio

NEW BREMEN, OHIO 45869

ALLEN AND ASSOCIATES
PC Box 124

APRIL 1984

PORTION OF OUTLOT 60, VILLAGE OF NEW KICKVILLE
AND
NE 1/4 NW 1/4 SW 1/4 SEC 29

KUCK SURVEY

SCHROEDER Bk 258, R. 447

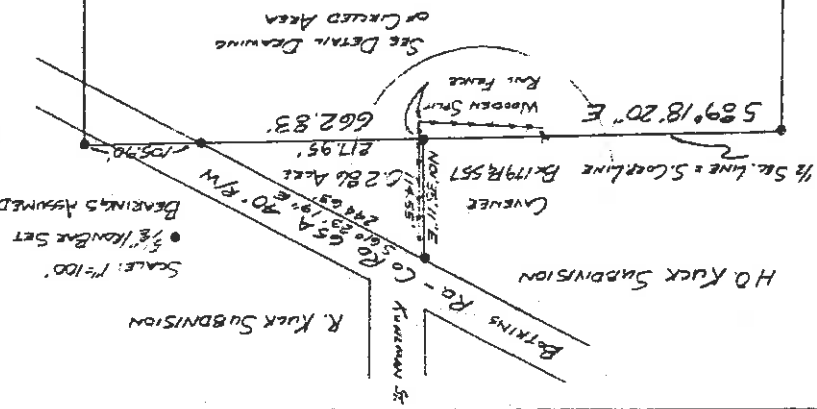
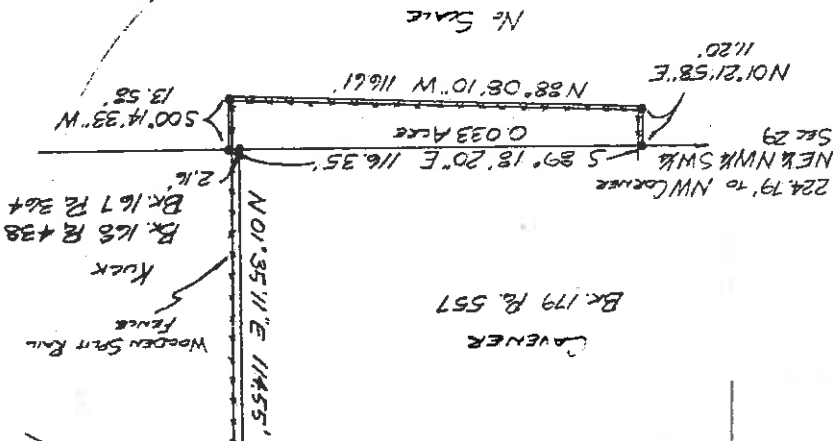
3" STEEL POST FOUND
N89°17'51" W 662.28'

EVERSMAN Bk 152, R. 551

10.164 ACRES
KUCK Bk 207, R. 774
NE 1/4 NW 1/4 SW 1/4 SEC. 29
Allen & Allen
Rec. Surveyor # 6900

50° 22' 10" W 668.37'

AGRO-ASSOCIATES Bk 169, R. 78



6-261
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JAN -3 1989
Board of County Commissioners
Auglaize County, Ohio

RECEIVED

JAN -3 2019

Board of County Commissioners
Auglaize County, Ohio

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.

Tracts proposed for Annexation

BARBARA STARR

Approximately .4 acres, Section 29
Washington Township
M39-014-068-00

213 Botkins Angle

New Knoxville, Ohio 45871 (mailing address)

Tracts adjacent to the territory proposed for annexation

Village of New Knoxville

10.131 acres, Section 29, Washington Township
NE NW SW

101 South Main Street, PO Box 246

New Knoxville, Ohio 45871 (mailing address)

M39-017-001-00

217 Botkins Angle Road

New Knoxville, Ohio 45871(physical address)

Michael L. Kuck

0.42 acres, PT Outlot 66

211 Botkins Angle Road

New Knoxville, Ohio 45871 (mailing address)

M39-014-069-00

211 Botkins Angle Road, PO Box 12

New Knoxville, Ohio 45871 (physical address)

Kenneth K. Cordonnier and

Connie S. Cordonnier, Trustees

Kenneth K. Cordonnier and Connie S.

Trust

Lot 14 & 15, R Kucks 1st Subdivision

New Knoxville

M39-013-005-00

310 Botkins Angle Road

New Knoxville, Ohio 45871 (mailing address)

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JAN -3 2019

Board of County Commissioners
Augusta County, Ohio

310 Botkins Angle Road
New Knoxville, Ohio 45871 (physical address)

David and Judy Bambauer

Lot 28 & 29 Kucks Subdivision
New Knoxville

M39-013-003-00

400 Botkins Angle Road

New Knoxville, Ohio 45871 (mailing address)

400 Botkins Angle Road

New Knoxville, Ohio 45871 (physical address)

RECEIVED

JAN -3 2013

Board of County Commissioners
Auglaize County, Ohio

Exhibit A

[Insert Property description]

LEGAL DESCRIPTION

ANNEXATION OF 0.033 ACRES TO THE VILLAGE OF NEW KNOXVILLE, OHIO

The following described tract of land is part of the Northwest Quarter of the Southwest Quarter of Section 29, Town 6 South, Range 5 East, Washington Township, Auglaize County, Ohio and is more particularly described as follows:

Commencing at a P.K. nail at the Northwest corner of the Southwest Quarter of Section 29 and being at Station 540+59.60 of a survey of State Route 29 made by the Ohio Department of Transportation in 1975;

Thence S. 89° 18' 20" E. along the North line of the Southwest Quarter of said Section 29 and the existing corporation line to the Village of New Knoxville a distance of 174.00 feet to an iron pin set;

Thence continuing S 89° 18' 20" E. along the North line of the Southwest Quarter of Section 29 and the existing corporation line to the Village of New Knoxville a distance of 488.99 feet to an iron pin found;

Thence continuing S 89° 18' 20" E along said line a distance of 224.79 feet to an iron pin found at the intersection of said line and a wooden split rail fence which is the PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED:

Thence S. 01° 21' 58" W. a distance of 11.20 feet along said fence to an iron pin found at the Southwest Quarter of said fence;

Thence S. 88° 08' 10" E. a distance of 116.61 feet along said fence to an iron pin found at the Southeast corner of said fence;

Thence N. 00° 14' 33" E. a distance of 13.58 feet along said fence to an iron pin found at the intersection of said fence and the South corporation line of the Village of New Knoxville;

RECEIVED

JUN -3 2018

Board of County Commissioners
Auglaize County, Ohio

Thence N. 89° 18' 20" W. 116.35 feet to the PLACE OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED.

Containing in all 0.033 Acres of land, more or less.

Prior Deed Reference: Volume 95, Page 183 and Volume 2, Page 62, Auglaize County Recorder's Official Records.

Tax Parcel Number: Add on to M39-014-068-00

Premises known as 213 Botkins Angle Road, New Knoxville, Ohio 45871

Washington Township – Village of New Knoxville Annexation Agreement

This Annexation Agreement (this “*Agreement*”) is made at Auglaize County, Ohio, by and between the Board of Trustees for Washington Township, Auglaize County, Ohio (hereinafter referred to as “*Township*”), whose mailing address is 10338 State Route 219, New Knoxville, Ohio 45871, and the Village of New Knoxville (hereinafter referred to as “*Village*”), whose mailing address is 101 S. Main Street, P.O. Box 246, New Knoxville, Ohio 45871.

WITNESSETH:

WHEREAS, Township and Village desire to establish an Annexation Agreement, as permitted under Ohio Revised Code Section 709.021, 709.022 and 709.192 for the development of certain real property (hereinafter referred to as “*Property*”), as more fully described in Exhibit A, attached hereto which property is situated in Township and fully owned by Barbara Starr now known as Barbara Wicker (the “*Starr*”); and

WHEREAS, the foregoing described Property is proposed for annexation to Village from Township; and

WHEREAS, Township and Village are desirous of entering into an annexation agreement which contemplates that the Property will be annexed into the Village, with provisions for allocation and/or sharing of tax revenues, and the cooperation for provision of other services to the Property; and

WHEREAS, both Township and Village residents will benefit from the provisions of this Agreement; and

WHEREAS, Township has agreed to enter into this Agreement, pursuant to a Resolution No. 4-2018, and effective the 11th day of September, 2018, and the Village has agreed to enter into this Agreement by Ordinance No. 2018-09-02, effective the 13th day of November, 2018;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and pursuant to the Ohio Revised Code, the parties agree as follows:

ARTICLE 1

THE PROPERTY

The Property shall consist of a certain 0.033 acre parcel and certain portions of certain other parcels owned exclusively by Barbara Starr located in Washington Township, Auglaize County, Ohio as further described in Exhibit A, a map depicting said Property, which is incorporated herein by reference. The Property described in Exhibit A may only be amended by written agreement of the parties to this Agreement and Crown.

**ARTICLE 2
ANNEXATION**

A. The parties contemplate that the Property shall be annexed into the Village pursuant to and subject to the requirements of the Ohio Revised Code Chapter 709. Township agrees that the annexation of the Property may occur in one proceeding, or in several separate proceedings, in the discretion of the Village, and when the effected by Crown as the Property owner. In the event of the failure of the annexation of the Property, this Agreement shall be null and void.

B. In the event of any annexation of the Property into the Village, it is agreed that the Property shall be treated for tax purposes the same as all other parts of the Village located within Washington Township following the approval and acceptance of the annexation. The Township and Village shall fully cooperate with the State and Auglaize County officials to create an additional taxing district, if necessary.

ARTICLE 3

COOPERATION OF THE TOWNSHIP

A. Township hereby assents to the annexation of the Property to Village. Township further agrees to authorize its designated representative to sign any petitions prepared by Village or its agents to agree to the annexation of any roadways or other property owned by it within the Property area.

B. Township further agrees at the written request of the Village, to appear at any hearings before the County and assist the Village in the annexation of the Property, including providing testimony under oath that Township agrees to the annexation, if necessary.

C. Township waives any objections to said annexation and waives any rights it may have to contest such annexation, including rights of appeal or injunctive relief, including but not limited to, any rights it may have under Section 709.07 or Chapter 2506 of the Ohio Revised Code.

ARTICLE 4

ALLOCATION OF TAX REVENUES

This Agreement is intended to provide Village, with the same allocation of tax revenues for the Property being annexed as all other portions of the City located within Washington Township.

ARTICLE 5

POST ANNEXATION GOVERNMENTAL SERVICES

- A. Upon annexation, Village shall be solely responsible for the zoning of the Property.
- B. Village shall provide to the Property the following municipal services: fire and police protection, waste collection, building and code regulations, civil engineering, traffic engineering, street and road maintenance and repair, parks and recreation, fair employment, fair housing, community development and planning, housing inspection, health and environmental services, economic development and water and sanitary sewer services and municipal electric services, with cost being allocated pursuant to normal Village procedures. The parties agree that the Property is entitled to standard governmental services by Village in the same manner such services are provided to other areas of Village.
- C. The parties agree that the Property is entitled to standard fire protection and emergency medical services by Village and Township in the manner such services are provided to other areas of Village and Township.
- D. Village shall not require any Township representative, Township employee, school or non-profit organization to sign an annexation proxy or consent as a condition precedent to obtaining water service.
- E. All roadways within the Property that will have been the Township's responsibility to maintain and improve but for the annexation shall become the responsibility of Village to maintain and improve. This shall include routine road and street maintenance, including snowplowing, repairing of chuckholes and signage. This shall also include the cost of road capital improvements.

ARTICLE 6

MEDIATION AND NOTICE OF CLAIMED BREACH

In the event the parties have a dispute as to any of the terms or to the applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process or, if they are unable to agree, to utilize whatever mediation process may then be in existence and used by the Auglaize County Common Pleas Court. Each party retains all legal rights available to them under this Agreement and under the law.

ARTICLE 7

MUNICIPAL POWER

Nothing in this Agreement shall be construed to be in derogation of the powers granted to municipal corporations by Article XVIII of the Ohio Constitution.

RECEIVED

JAN -3 2013

Board of County Commissioners
Auglaize County, Ohio

ARTICLE 8

MODIFICATION

This Agreement may not be modified except by official legislative action of both Village and Township.

ARTICLE 9

LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not be affected by any other provision of this Agreement. The titles of the Articles of this Agreement are descriptive only and are not to be considered substantive provisions of this Agreement.

ARTICLE 10

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings, or previous oral or written agreements between the parties respecting the subject matter of this Agreement.

ARTICLE 11

GOVERNING LAW

This Agreement, and all the rights, duties and obligations of Village and Township, shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties hereunder are performable in Auglaize County, Ohio.

ARTICLE 12

ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, officials, trustees, employees, representatives, assigns and successors.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, this Annexation Agreement is executed, in duplicate, at Auglaize County, Ohio, on the date set forth below.

The Village of New Knoxville

By: 

Its Mayor: Keith Leffel

Date: 12/31/2018


The Board of Trustees For
Washington Township


By: 

By: 

By: 

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Village Solicitor


County Prosecutor

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

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

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

WHEREAS, Bonnie Wurst has agreed to serve another year as the Education Specialist for recycle and litter prevention at the rate of compensation not to exceed \$7,000.00. The hourly rate for the Education Specialist shall not exceed thirty dollars (\$30.00) per hour for teaching services. The hourly rate for the Education Specialist shall not exceed fifteen dollars (\$15.00) for the attendance of the services events (i.e. County Fair). The Education Specialist will be allotted up to four hours of preparation time at (\$15.00) per hour and allotted up to ten hours of conference time at (\$15.00) per hour. The Education Specialist shall be responsible for monitoring ongoing billing statements to the Board and shall inform the Board and cease all work under this Agreement once the compensation cap listing above has been met. The agreement to commence on January 1, 2019 and terminating December 31, 2019 or upon expenditure of available funds, whichever occurs first.

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

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

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

Adopted this
16th day of
January, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

✓cc: Solid Waste Coordinator – Scott Cisco
Bonnie Wurst

EDUCATION SPECIALIST AGREEMENT

By and between

BONNIE WURST, INDEPENDENT CONTRACTOR

And the

AUGALIZE COUNTY BOARD OF COMMISSIONERS

This agreement entered into this 8th day of ~~December 2018~~ ^{January 2019}, by and between the Auglaize County Board of Commissioners, on behalf of the Auglaize County Solid Waste District, P. O. Box 603, Saint Marys, Ohio 45885, hereinafter called the "Board" and Bonnie Wurst, hereinafter called the "Education Specialist."

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

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

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

Scope of Service.

1. Education Specialist agrees to perform the educational services for the county as directed by The Solid Waste Management District Coordinator, hereinafter "coordinator", of Auglaize County.
2. The Education Specialist will perform work to complete presentations and activities for teachers and students in the Auglaize County Schools, County Fair, Camps, special interest groups and any other event, at the request of the Coordinator, to educate the group or organization on recycling and litter prevention. Upon such request, the Education Specialist shall be responsible for all aspects of the presentation including scheduling.
3. The Education Specialist will provide the Coordinator with an updated written schedule of presentations the first of each month by email. In the event of cancellation or rescheduling during the current week, the Education Specialist will notify the Coordinator to update the schedule.
4. The Education Specialist will provide the Coordinator with a monthly detailed billing Statement by the third of the following month, which will list the teaching hours worked itemized by school.
5. Subject matter and contents of the presentations will address recycling and litter prevention.

The Board reserves the right to review such presentations to determine whether, in the opinion of the Board or its designee, the Coordinator, the results are effective.

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

Duration of Agreement.

The Agreement will commence January 1, 2019 and terminate December 31, 2019 or upon expenditure of available funds, whichever occurs first.

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

Compensation.

The Education Specialist shall be compensated in an amount not to exceed Seven thousand dollars (\$7,000.00) for work listed in the scope of services subject to the limitations set forth herein. The Education Specialist will invoice the County on a monthly basis for the hours worked. The hourly rate for the Education Specialist shall not exceed thirty dollars (\$30.00) per hour for teaching services. The hourly rate for the Education Specialist shall not exceed fifteen dollars (\$15.00) for the attendance of the service events (i.e. County Fair). The Education Specialist will be allotted up to four hours of preparation time at (\$15.00) per hour and allotted up to ten hours of conference time at (\$15.00) per hour. The Education Specialist shall be responsible for monitoring ongoing billing statements to the Board and shall inform the Board and cease all work under this Agreement once the compensation cap listed above has been met.

The Education Specialist shall be responsible for travel to the locations of the presentations, seminars or activities, and the County will not compensate her for the same. The County will pay an hourly wage for the attendance of seminars up to the allotment established in the paragraph above.

The Education Specialist shall provide all materials and supplies necessary to complete the services under This Agreement, including, but not limited to office space, office supplies, mailing service, telephone access and the educational materials necessary to perform presentations and activities.

Independent Contractor

The Education Specialist shall at all times be an independent contractor when acting under this Agreement. The Board is concerned with results, and the manner and methods used to

achieve the desired results are solely within the Education Specialist's discretion, subject only to the terms of this Agreement and the requirements that state and federal law places upon the parties, and provided that the Education Specialist acts lawfully, fairly, and honorably.

The Education Specialist, as an independent contractor, agrees to assume responsibility for reporting, withholding, and/or paying any taxes as may be incident hereto, including, but not limited to federal, state, and local taxes; and, she hereby releases the Board, its officers, employees, and agents from any and all claims, demands, actions and causes of action whatsoever as may arise or be attributed to days of service or compensation therefrom, holding and indemnifying the Board its officer, employees, and agents safe and harmless therefrom.

Responsibility of the Board.

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

Reporting.

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

Agreement Modification.

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

Termination of the Agreement.

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

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

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

Education Specialist.

Notices.

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

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

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

Bonnie Wurst
205 East Benton Street
Wapakoneta, Ohio 45895

Hold Harmless/Indemnification.

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

This clause shall survive the termination of the Agreement.

Insurance.

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

Severability.

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

Otherwise the stricken provision or part thereof shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as

possible to expressing the intention of the stricken provision.

Counterparts; Captions.

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

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

1/4/19

WITNESS

[Signature]

BONNIE WURST

Bonnie Wurst

WITNESS

[Signature]

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

[Signature]
Douglas A. Spencer, President

John N. Bergman
John N. Bergman

Don Regula
Don Regula

IN THE MATTER OF AUTHORIZING THE COUNTY ENGINEER TO USE THE "FORCE ACCOUNT" PURSUANT TO THE OHIO REVISED CODE - SECTION 5543.19; SETTING ALLOCATION OF REVENUE TO TOWNSHIPS FROM PERMISSIVE TAX REVENUE.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 8th of January, 2019.

Commissioner Regula moved the adoption of the following
RESOLUTION

WHEREAS, the Board of County Commissioners has decided that the health, welfare and safety of the people of Auglaize County can best and most efficiently be served by the "Force Account" in matters pertaining to maintenance, repair, construction, and reconstruction of Auglaize County roads, bridges, etc.; and,

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize Douglas Reinhart, Auglaize County Engineer to use the existing county employee forces and proceed by "Force Account", as outlined in Section 5543.19 of the Ohio Revised Code, in the maintenance, repairs, construction of roads, bridges, and culverts in Auglaize County during the year 2019; and,

BE IT FURTHER RESOLVED that the Auglaize County Commissioners reserve unto themselves the right and authority to make all purchases of material and equipment required in the maintenance, repair, construction of roads, bridges, culverts in Auglaize County during the year 2019, except that as the Board may from time to time by resolution designate such purchasing authority to Douglas Reinhart, County Engineer; and,

WHEREAS, the Ohio Revised Code Section 153.64, 4931 and 4933, provides to the Board of County Commissioners, the authority to control the installation and placement of any public utilities within the dedicated public right-of-ways of all County maintained highways; and,

WHEREAS, the Ohio Revised Code Section 5589 and 5543 provides to the Board of County Commissioners, the authority to control any digging and excavating on or along a County maintained highway and for the placement of a private driveway approach to a County maintained highway; and,

WHEREAS, the Ohio Revised Code Section 4513.34 provides to the Board of County Commissioners, the authority to permit oversize and overweight vehicles using County maintained highways.

THEREFORE, BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the Auglaize County Engineer to develop and administer permits for the above described activities within County road right-of-ways and to keep said permits with the permanent road records of Auglaize County; and,

WHEREAS, the Board of County Commissioners approved the levying of the \$5.00 permissive license plate fee as provided in Section 4504.16 of the Ohio Revised Code, with 30% of those dollars collected to be distributed to the appropriate townships for road improvements.

THEREFORE, BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby direct the Auglaize County Auditor to maintain the 30% distribution ratio to the townships during 2019 as provided in the Ohio Revised Code, Section 4504.16.


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

Adopted this
8th day of
January, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula


John N. Bergman

IN THE MATTER OF DESIGNATING THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO (CCAO) IN 2019.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and,

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the Board of County Commissioners; and,

WHEREAS, in designating the Official Representative and Alternate only a member of the Board of County Commissioners is eligible to be designated as the Office Representative and Alternate.

NOW THEREFORE BE IT RESOLVED that Don Regula, President of the Board of County Commissioners, Auglaize County, Ohio, is designated as the Official Voting Representative of Auglaize County; and,

BE IT FURTHER RESOLVED that John N. Bergman, Vice-President of the Board of County Commissioners, Auglaize County, Ohio is designated as the Alternate Voting Representative of Auglaize County.

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

Adopted this
8th day of
January, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

**IN THE MATTER OF FINDING FOR THE IMPROVEMENT OF THE WOEHMEYER DITCH PROJECT;
PETITIONED BY YMCA BOARD OF DIRECTORS; SETTING DATE TO RECEIVE ENGINEER'S
REPORTS ON SAID PROJECT.**

The Board of Auglaize County Commissioners met in regular session on the 8th of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, in Resolution #18-435, dated October 30, 2018, set December 27, 2018, for the first hearing of the petition of the Woehrmeyer Ditch Project, the Board met in the Assembly Room – 2nd Floor at the Administration Building and conducted the hearing by causing the petition to be publicly read to those present by TJ Place for the County Engineer's Office; and,

WHEREAS, the Board of County Commissioners, in Resolution #18-536, dated December 27, 2018 did accept the applications to amend the Woehrmeyer single county ditch project:

Extension #1: Commencing at the terminus of the proposed and current Woehrmeyer Ditch petition located at the North end of the Auglaize-Mercer Counties Family YMCA property (Permanent Parcel #E46-023-002-01) and being at the intersection of said Woehrmeyer Open Ditch with North property line of Auglaize-mercier counties Family YMCA in the Village of New Bremen, Ohio; Thence following the course of the existing open ditch and continuing downstream across the Christopher Niekamp property, under SR 66, and continuing downstream of said SR66 across Crown Control Inc. property for approximately 650 feet to terminate at the East Right of Way line of the Miami & Erie Canal approximately 1800 feet South of Amsterdam Road.

Extension #2: Commencing at the terminus of the proposed and current Woehrmeyer Ditch petition located at the East end of the Auglaize-mercier Counties Family YMCA property (Permanent Parcel #E46-023-002-01) and being at the intersection of said Woehrmeyer Open Ditch and Walnut Street in the Village of New Bremen, Ohio: Thence following the course of the existing open ditch and continuing upstream through Deerfield Run Subdivision, Phase 2, to Wuebker Road, to terminate on the North side of Wuebker Road approximately 370 feet East of Walnut Street; and,

WHEREAS, the Board finds that due and legal notice has been given in the manner and for the length of time required by law, to all owners of land affected by said improvement; and,

WHEREAS, the Board has made an actual view of the proposed improvement on December 4, 2018 and has heard either in person or by counsel all evidence offered by any owner of land for or against the granting of the proposed improvement, or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, or any application therefore; and,

WHEREAS, the County Engineer's Preliminary Report has determined that the route and termini of the proposed improvement meets the prayer of the petition and that there are no reasonable alternative routes; and,

WHEREAS, the cost of the proposed improvement is less than the benefits derived.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby direct the County Engineer to proceed with the necessary survey for the proposed improvement, perform the necessary engineering calculations, develop the necessary plans for the drainage system and structures including profiles showing the cuttings and gradient of the improvement, create maps showing the location of the land proposed to be assessed and make an estimate of the cost of the construction of the improvement. Then Engineer' Report shall include the actual construction cost estimate, the cost of engineering, and the cost of notices, publication and other incidental expenses; and set proper construction stakes, and perform such other duties as required by Section 6131.14 of the Ohio Revised Code; and,

BE IT FURTHER RESOLVED that the Board does set **April 23, 2019 at 9:00 a.m.** as the date and time for the filing of the above mentioned County Engineer's Reports.

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

Adopted this
8th day of
January, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spenger Yes
Douglas A. Spenger

Don Regula Yes
Don Regula

John N. Bergman Yes
John N. Bergman

✓ cc: County Engineer

County Commissioners Office
Auglaize County, Ohio
January 8, 2019

NO. 19-018

IN THE MATTER OF ACCEPTING THE PETITION AND BOND FOR THE DEARBAUGH NO. #2 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 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on December 27, 2018 the Drainage Technician TJ Place filed with the Board of County Commissioners of Auglaize County, Ohio, a petition signed by Warren Bailey, Dennis Werling, and others as petitioners, to petition 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 prater of the Petition. If and when the project has been completed, the landowners shall have the drainage improvements place on Permanent County Maintenance as per Section 6131 and 6133 of the Ohio Revised Code.

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 prater of the Petition.

Commencing at West side ditch of Ashburn Road approximately 3,200 feet North of Butman Road in Section 18 Clay Township, Auglaize County Ohio;

Thence southwesterly in direction with new subsurface drainage pipe in the same general direction as an existing 15" clay subsurface tile, for an approximate distance of 600 feet then turning in direction and running southerly for approximately 3,000 feet to Pusheta Creek and there to terminate approximately 400 feet west of Ashburn Road.

Said improvement is to be known as the Dearbaugh #2 County Ditch.

The above described construction; all cost of engineering, construction and future maintenance shall be assessed to the benefiting 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.

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 Dearbaugh #2 Ditch Project; setting the **28th day of February, 2019, at 1:30 p.m.**, local time, meeting at Ashburn Road, 1/4 mile north of Gutman Road, Wapakoneta, Ohio as the time and place for the view thereon; and,

BE IT FURTHER RESOLVED that the **28th day of March, 2019 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 Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this
8th day of
January, 2019

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

BOND FOR THE SINGLE DITCH PETITION

(TO BE FILED WITH THE DITCH PETITION)

Revised Code, Sec. 6131.06

RECEIVED

DEC 27 2018

Board of County Commissioners
Auglaize County, Ohio

KNOW ALL MEN BY THESE PRESENTS, That I/we **WARREN BAILEY**

as principal, and as sureties, are held and firmly bound unto the State of Ohio, in the sum of **FIVE HUNDRED 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 at

Wapakoneta, Ohio, on this

day of

2018.

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

day of

2018

filed their petition with the Clerk of the County Commissioners 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.

petitioned for by

WARREN BAILEY

and others, the following

being the course and termini of said proposed improvement, to-wit:

Commencing at West side ditch of Ashburn Road approximately 3,200 feet North of Gutman Road in Section 18 Clay Township, Auglaize County Ohio;

Thence southwesterly in direction with new subsurface drainage pipe in the same general direction as an existing 15" clay subsurface tile, for an approximate distance of 600 feet then turning in direction and running southerly for approximately 3,000 feet to Pusheta Creek and there to terminate approximately 400 feet west of Ashburn Road.

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.

Now, if the said **WARREN BAILEY** 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

Warren Bailey
petitioner

day of _____, 2018

Janet Schuler
Auglaize County Auditor

Dennis C. Werline
co-petitioner or landowner

SINGLE COUNTY DITCH PETITION

RECEIVED
FEB 27 2018

Revised Code, Secs. 6131.04; 6133.02, .03

Board of County Commissioners
Auglaize County, Ohio

To the board of Auglaize County Commissioners, Wapakoneta, Ohio, _____, 2018

In the Matter of the **DEARBAUGH #2 DITCH** *Single County Ditch*

Proceedings to: Petition to locate, install a subsurface tile and catch basins

Petitioned for by: **WARREN BAILEY** 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 West side ditch of Ashburn Road approximately 3,200 feet North of Gutman Road in Section 18 Clay Township, Auglaize County Ohio;

Thence southwesterly in direction with new subsurface drainage pipe in the same general direction as an existing 15" clay subsurface tile, for an approximate distance of 600 feet then turning in direction and running southerly for approximately 3,000 feet to Pusheta Creek and there to terminate approximately 400 feet west of Ashburn Road.

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:

----- Warren Bailey -----
----- Taylor Bailey -----
----- Dennis C. Werling -----

IN THE MATTER OF AUTHORIZING THE REIMBURSEMENT TO THE GENERAL REVENUE FUND FOR THE ADVANCEMENTS OF THE FUNDS ASSOCIATED WITH THE COSTS OF THE COUNTY HOME OPERATIONS DIRECTING FULL PAY BACK BY JANUARY 8, 2019.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to the recommendation of the County Administrator Erica Preston with the payment for the sale of the facility, the Board ascertained that, at this time, the County Home Fund is in the position to reimburse the General Revenue Fund for the advancement of costs associated with the facility to meet the payment obligations in 2018; and,

WHEREAS, the Board has determined that the County Home Fund shall make full reimbursement of the advancements from the General Revenue Funds in 2018 in the amount of \$235,000.00 for the facility to meet the payment obligations.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the County Auditor to reimburse the General Revenue Fund for the advancement by County Home Fund as mentioned above in the amount of \$235,000.00 from 097.0097.540700.

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

Adopted this
8th day of
January, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer ys
Douglas A. Spencer

Don Regula ys
Don Regula

John N. Bergman ys
John N. Bergman

cc: County Administrator
 County Auditor – Janet Schuler

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FOR THE AUGLAIZE COUNTY BOARD OF DD FUND (019) TO THE DD CAPITAL PROJECTS FUND (040).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Todd R. Busse, Director of Business & Finance for the Auglaize County Board of Developmental Disabilities has requested the following transfer of funds:

From: 019.0019.535900 – Board of DD Board – Transfer Out

Amount: \$1,900,000.00

To: 040.0100.400100 – Capital Fund – Transfer In;

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the above transfer of funds.

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

Adopted this
8th day of
January, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer Y

Don Regula
Don Regula yes

John N. Bergman
John N. Bergman Y

cc: County Auditor
Board of DD – Todd Busse
County Administrator

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

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

DD Capital Projects Fund:
Amount: **From: 040.0040.530400 (Equipment) To: 040.0040.530600 (Contract Services)**

County Home Fund:
Amount: **From: 097.0097.530600 (Contract Services) To: 097.0097.530300 (Supplies)**

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
8th day of
January, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spender
Douglas A. Spender

Don Regula
Don Regula

John N. Bergman
John N. Bergman

cc: County Auditor
✓ DD Board
✓ County Administrator

IN THE MATTER OF GRANTING AN ANNEXATION OF 31.586 ACRES, MORE OR LESS, TO THE CITY OF ST. MARYS FROM NOBLE TOWNSHIP; PETITIONED BY HEGEMIER FAMILY REAL ESTATE ENTERPRISES, LLC, BY KAREN HEGEMIER; FILED BY MICHAEL BURKHOLDER, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on December 10, 2019, a petition for annexation of 31.586 acres, more or less, was filed as an Expedited Type 2, (ORC 709.023) with the Clerk of the Board of County Commissioners by Michael Burkholder, named as Agent for petitioners, Hegemier Family Real Estate Enterprises, LLC by Karen Hegemier; and,

WHEREAS, said annexation petition was placed in the Commissioners' Journal 118, pages 668 - 671 on December 11, 2018 pursuant to ORC 709.023; and,

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

- 1.) The petition meets all the requirements set forth in, and was filed in the manner provided, in the Ohio Revised Code Section 709.021.
- 2.) The persons who signed the petition represent 100% of the owner of the property or the representative thereof; signature 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); and,

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

WHEREAS, the following Conditions for Annexation under ORC 709.023 have been met:

- A. The petition meets all the requirements set forth in, and was filed in the manner provided in, ORC 709.021.
- B. The persons who signed the petition are owners of property located in the territory proposed to be annexed, and they constitute all owners in the territory.
- C. The territory proposed to be annexed does not exceed 500 acres.
- D. The territory proposed to be annexed shares a contiguous boundary with the municipality for a continuous length of at least 5% of the perimeter of the territory proposed to be annexed.
- E. The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed to be annexed.
- F. The municipality has agreed to provide the territory proposed to be annexed the services specified in the municipal services statement.

Resolution – continued
Annexation to City of St. Marys
31.586 Acres, more or less
Petitioners: Hegemier Family Real Estate Enterprises, LLC by Karen Hegemier
January 8, 2019

G. If a street or highway will be divided or segmented by the boundary line between the municipality and township as to create a road maintenance problem, the municipality has agreed as a condition of annexation to assume maintenance of that street or highway or to otherwise correct the problem; 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 31.586 acres, more or less, to the City of St. Marys as petitioned by the Hegemier Family Real Estate Enterprises, LLB by Karen Hegemier pursuant to ORC Section 709.023.

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

Adopted this
8th day of
January, 2019

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~~
~~County Engineer~~
 Michael Burkholder, Agent
 Noble Township Trustees
 City of St. Marys

**IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM COUNTY GENERAL FUND
TO SALARY RESERVE FUND (058).**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners and the County Auditor has established a Salary Reserve Fund for payment of the County's financial obligations at the time an employee retires or separates from a County position; and,

WHEREAS, the amount in the fund is not to exceed the County Auditor's annual estimated financial obligation of the severance package.

THEREFORE BE IT RESOLVED that the Board of County Commissioners does authorize the County Auditor to complete the following Transfer of funds:

Amount: \$109,255.99
From: 001.1701.538000 - Contingencies Fund
To: 058.0100.400100 – Salary Reserve Fund – Transfer In

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

Adopted this
8th day of
January, 2019

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 AUTHORIZING A TRANSFER OF FUNDS FROM MVGT FUND TO OPWC BRIDGE LOAN FUND (239) AND TRANSFER OF FUNDS FROM MVGT FUND TO OPWC BRIDGE LOAN FUND (236) REQUESTED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was received by the Board of County Commissioners:

Board of County Commissioners

I am requesting an annual transfer of \$8,800 starting 1/1/2015 and ending 1/1/2033 in order to make the annual payment on the OPWC Loan please authorize the County Auditor to transfer:

AMOUNT **FROM:** **TO:**
\$ 8,800.00 **002.0015.550200 (OPWC Loan)** **239.0100.400200 (Transfer In)**

I am requesting an annual transfer of \$11,500 starting 1/1/2018 – 1/1/2038 in order to make the annual payment on the OPWC Loan for the Glynwood Road Bridge please authorize the County Auditor to transfer:

AMOUNT **FROM:** **TO:**
\$11,500.00 **002.0015.550200 (OPWC Loan)** **236.0100.400200 (Transfer In)**

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the above mentioned transfer of funds for the MVGT Fund to OPWC Loan Fund as mentioned above by County Engineer Douglas Reinhart.

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

Adopted this
8th day of
January, 2019

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
County Engineer

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE COUNTY ADMINISTRATOR AND THE BOARD OF COUNTY COMMISSIONERS FOR VARIOUS MEETINGS OR ORGANIZATIONS AS PERTAINS TO THE COMMISSIONERS' OFFICE FOR CALENDAR YEAR 2019.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of January, 2019.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary that the County Administrator and the Board of County Commissioners attend, throughout the year, various meetings which are pertinent to the affairs of said office; and,

WHEREAS, many of these meetings are meetings of the National Association of Counties, International City/County Management Association, County Commissioners Association of Ohio, County Administrator's Association of Ohio, National Association of County Administrators, Northwest Ohio Commissioners and Engineer's Association and the International Foundation of Employee Benefit Plans, as well as other gatherings which pertain to the business of the Board of County Commissioners Office; and,

WHEREAS, expenses, if any, for these meetings shall not exceed the funds appropriated for travel within the Board's office appropriation and shall be within the travel policies as established by the Board.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize expenditures for the County Administrator and the Board of County Commissioners to attend the meetings as mentioned above and all other functions relating to the business of the Board of County Commissioners for calendar year 2019.

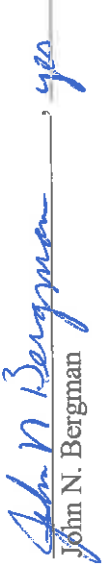
Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
8th day of
January, 2019

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula


John N. Bergman

cc: Clerk of the Board