

IN THE MATTER OF APPROVING AND AUTHORIZING THE RENTAL AGREEMENT WITH OHIO CAT FOR ONE USED CATERPILLAR MODEL 226B3 C3 SKID STEEL LOADER; AUTHORIZING THE VICE PRESIDENT OF THE BOARD TO EXECUTE SAID RENTAL AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of July, 2015.

Commissioner Regula the adoption of the following:

RESOLUTION

WHEREAS, Solid Waste Coordinator, Scott Cisco presented to the Board of County Commissioners, as the Board of Directors of the Auglaize County Solid Waste Management District, a rental agreement for leasing one (1) used Caterpillar Model: 226B3 C3 skid steel loader; and,

WHEREAS, the monthly rental rate will be at a cost of \$700.00 per month up to a maximum of twelve (12) months and the paid rental to apply to the purchase of said skid steel loader.

THEREFORE, BE IT RESOLVED that the Board of Directors does hereby approve and authorize the rental agreement with the Ohio CAT for the used Caterpillar Model 226B3 C3 skid steel loader; and,

BE IT FURTHER RESOLVED that the Board of Directors does authorize the Vice President of the Board, to execute said rental agreement as presented to the Board of Directors; and,

BE IT FURTHER RESOLVED that said rental agreement be hereto attached and thus be made a part of this Resolution.

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

Adopted this
14th day of
July, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer
Don Regula , ye
Don Regula
John N Bergman , yes
John N. Bergman

cc: Solid Waste Coordinator – Scott Cisco
Ohio CAT – Brad Fisher



RENTAL AGREEMENT
(with option to purchase)

DATE _____

Ohio CAT, 3993 E. Royalton Rd., Broadview Hts., Ohio 44147 Phone: 440.526.6200

PURCHASER	AUGLAIZE COUNTY SOLID WASTE Board of Commissioners			
STREET ADDRESS	15502 RIVER RD			<SAME>
CITY/STATE	ST MARYS, OH	COUNTY	AUGLAIZE (06)	
POSTAL CODE	45885	PHONE NO.	419.394.1270	
CUSTOMER CONTACT	EQUIPMENT			
INDUSTRY CODE	COUNTY GOVERNMENT (203)	PRINCIPAL WORK CODE		FOB AT: Ohio CAT
PAYMENTS TERMS	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

CUSTOMER NUMBER	3104336	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER	
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INSURANCE	VALUE OF EQUIPMENT FOR INSURANCE	CUSTOMER INSURES	AGENT	
			PHONE #	
			POLICY #	
			<input type="checkbox"/> INSURANCE BINDER ATTACHED	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE CATERPILLAR	MODEL: 226B3 C3	YEAR 2013			NEW <input type="checkbox"/> USED <input checked="" type="checkbox"/>
STOCK NUMBER: C41832	SERIAL NUMBER: 0MWD05710	SMU: 277			
226B3 SSI EPA FLEX HRC NA	418-5826	BELT, SEAT, 2" SUSPENSION	276-7276	BUCKET, IND. GRAP, 66" BOCB	157-7227
LANE 2 ORDER	0P-9002	FAN, COOLING, STANDARD	356-1900	EXHAUST PURIFIER SCRUBBER	
CONVERSION ARRANGEMENT	326-5247	TIRES, 10X16.5 8PR CAT	185-8665		
CONTROL, PROP AUX, DELUXE	326-5271	INSTRUCTIONS, ENGLISH	233-5913		
HYDRAULICS, STANDARD FLOW	356-1919	PROTECTION, SHIP&STORE STANDARD	0P-2266		
ROPS, ENCLOSED WITH A/C (C3)	326-5534	HEATER, ENGINE BLOCK, 120V	172-4445		
DOOR, CAB, GLASS	223-0600	PACK, DOMESTIC TRUCK	0P-0210		
SELF-LEVELING	326-5478	QUICK COUPLER, HYDRAULIC	326-5576		
BATTERY, HEAVY DUTY, 880 CCA	225-7952	INSTRUCTIONS, ANSI, NACD	425-6634		

RENTAL TERMS MONTHLY RENTAL RATE \$700.00 OVERTIME RATE \$4.00 /hr MINIMUM / MAXIMUM TERM 1 / 12 months RENTAL RATES ARE BASED ON MAXIMUM USAGE OF 176 HOURS PER MONTH. LESSEE WILL BE CHARGED AT THE OVERTIME RATE FOR USAGE IN EXCESS OF 176 HOURS PER MONTH. ALL RATES ARE F.O.B. OHIO CAT BRANCHES AND ARE SUBJECT TO APPLICABLE TAXES. CUSTOMER AGREES TO PAY OHIO CAT FOR THE ENTIRE TERM, AND RENT THE EQUIPMENT FOR AT LEAST THE MIN TERM.		PURCHASE OPTION PURCHASE OPTION PRICE \$28,129.00 EXTENDED WARRANTY PREMIUM _____ TOTAL SALES PRICE \$28,129.00		Paid Rental to Apply to Purchase: 1-12 100% for months 1-3 80% for months 4-6 50% for months 7-12
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Terms: 1. All rentals are subject to credit approval, and rental payments are due in advance. 2. Closeout payment will be provided at end of rental period. 3. Customer is responsible for insurance, sales tax, and non-warranty repairs. 4. Customer (Lessee) is responsible for all freight including assembly and disassembly as required. 5. Customer (Lessee) and/or operator hereby warrants that they are familiar with the safe operation and use of the piece of equipment herein noted. 6. Cleaning charges will apply if machine is returned excessively dirty. 7. Customer is responsible for fuel, lubricants, and daily maintenance. All leaks, changes in performance/operation, unusual noises, or conditions indicating or relating to potential failure must be reported to Ohio Cat immediately. The machine must be shut down immediately if the problem is significant. 8. The Customer (Lessee) agrees to be bound by the open account and security agreement for Ohio CAT. 9. The Customer (Lessee) will be charged for damages to equipment caused by negligence, abuse, accident, or failure to maintain proper fluid levels. The Customer (Lessee) will also be charged for excessive undercarriage and tire wear. 10. Customer is responsible for all liability in connection with use of machine. 11. Rental Agreement is terminated upon receipt of the equipment at an Ohio CAT dealership facility. 12. The equipment must be returned full of fuel or a charge of \$ 5.75 per gallon will be added to your final invoice. 13. All regular scheduled maintenance will be performed by Ohio CAT. If customer decides to convert to sale, these charges will be added to the closeout price. 14. The Lessee agrees to hold Ohio CAT harmless for claims and delays related to the use, suitability and application of the aforementioned pieces of rental equipment. Please consult the Caterpillar Performance handbook for all machine specifications, capabilities and performance data.	REQUIRED ACCEPTANCE AND METHOD OF MODIFICATION: THIS AGREEMENT MUST BE ACCEPTED BY THE SIGNING OF THIS AGREEMENT AND INITIALING MODIFICATIONS, IF ANY, BY AN OFFICER OF OHIO CAT OR BY THE SALES OR RENTAL MANAGER, WHO SHALL BE THE ONLY AGENTS AUTHORIZED TO DO SO. BEFORE IT SHALL BE BINDING ON OHIO CAT. NO PRESENT NOR SUBSEQUENT MODIFICATIONS OF THIS PURCHASE ORDER SHALL BE EFFECTIVE UNLESS WRITTEN HEREON OR CONTAINED IN A SEPARATE WRITING ACCEPTED AS REQUIRED HEREIN. OTHER STATEMENTS OR ACTION BY SALESMEN OR OTHERS SHALL NOT BE VALID UNLESS AND UNTIL SO WRITTEN AND ACCEPTED AS REQUIRED. THE DEBTOR, LESSEE, EXPRESSLY AUTHORIZES THE SECURED PARTY, LESSOR, TO PREPARE, SIGN AND FILE A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE WITHOUT THE SIGNATURE OF THE DEBTOR, AND THE DEBTOR HEREBY WAIVES ANY RIGHT THAT HIS SIGNATURE HERETO SHALL BE REQUIRED.
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<input type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY INITIAL _____ The Customer acknowledges that he has received a copy of the OHIO CAT/Caterpillar Warranty and has read and understood said warranty. Warranty applicable including expiration date where necessary.	<input checked="" type="checkbox"/> USED EQUIPMENT WARRANTY INITIAL _____ All used equipment is sold as is where is and no warranty is offered or implied except as specified here. Warranty applicable: 12 Month 500 Hour Powertrain and Hydraulic Coverage
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NOTES: _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY Brad Fisher OHIO CAT REPRESENTATIVE

APPROVED AND ACCEPTED ON 7-14-15 LESSEE

AUGLAIZE COUNTY ~~SOLID WASTE~~ Board of Commissioners LESSEE

BY Don Regula SIGNATURE BOCC Vice President TITLE

RENTAL AGREEMENT TERMS AND CONDITIONS

This order is subject to the following terms and conditions in addition to those stated on the front hereof:

- 1. **Definitions:** The term "customer" as used on both sides of this agreement includes all Ohio CATs and customers of machinery and equipment from Ohio CAT without regard to duration of rental term. Upon execution hereof by both customer and Ohio CAT as provided on the reverse side, this document shall constitute the lease or rental agreement for the equipment and/or machinery described on the reverse side. Where applicable herein the word "property" will include labor and/or services.
- 2. **Excusable Delivery Delays:** Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, delays of manufacturer or carrier, acts of God, embargoes, or governmental action, or any other cause beyond the reasonable control of Ohio CAT, whether the same or different from the matters and things hereinbefore specifically enumerated, and, if for such reasons, Ohio CAT is unable to make delivery within a reasonable time after the time stipulated for delivery, Ohio CAT may, at its option, cancel this order without liability except for return of the amounts paid on this order.
- 3. **Responsibility for Shipment:** Ohio CAT's responsibility for shipments ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Ohio CAT for shortages in shipments shall be made within fifteen (15) days after receipt of shipment.
- 4. **Duration of Offer:** the customer agrees that this order shall not be countermanded or revoked by Customer for a period of ten (10) days from the date, thereafter it may be countermanded or revoked up to and until Ohio CAT does accept, and that when it is accepted (and until the execution and delivery of the Security Agreement(s) and/or Financial Statement(s) and/or Note(s) and/or other documents required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction.
- 5. **Security Interest; Customer Assurances and Representations:** To secure payment of Customer's indebtedness to Customer hereunder and the performance of all obligations of Customer hereunder, Customer hereby grants to Ohio CAT a continuing security interest in the Units, and in the equipment, if any, described as Additional Security on the front of this contract, including all attachments, accessories and optional features for such Units and Additional Security (whether or not installed thereon) and all substitutions, replacements, additions and accessions thereto, and proceeds of all the foregoing. Customer will, at its expense, do any act and execute, acknowledge, deliver, file, register and record any Documents, which Ohio CAT deems desirable in its discretion to protect Ohio CAT's security interest and Ohio CAT's rights and benefits under this Contract. Customer hereby irrevocably appoints Ohio CAT as Customer's Attorney in Fact for the signing and filing of such documents and authorizes Ohio CAT to delegate these limited powers. ~~Customer represents and warrants to Ohio CAT that Ohio CAT or said delegate upon such Documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Ohio CAT that by Customer has the power to make, deliver and perform under the Contract, (b) the person executing and delivering this Contract is authorized to do so on behalf of Customer, (c) this Contract constitutes a valid obligation of Customer, legally binding upon it, and (d) all credit, financial and other information submitted to Ohio CAT in connection with this Contract is true and correct in all respects and complete.~~ **DR**
- 6. **Disclaimer of Warranties and Limitation of Liability:** Equipment or machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Ohio CAT will cooperate with Customer in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty, and expense to be for Customer's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Ohio CAT will furnish at Ohio CAT's repair facilities during regular working hours such labor as is required for replacement of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Ohio CAT's repair facilities shall be borne solely by Customer. Except for warranty of title by Customer and except for this agreed obligation to furnish labor to make replacement or repair of defective parts covered by manufacturer's warranty within the manufacturer's warranty period, Ohio CAT shall not be liable for defects in or for any damages or loss to the property sold nor caused by the property sold unless a special Ohio CAT's warranty is expressly written elsewhere hereon or in a separate writing signed by Ohio CAT in the manner provided on the reverse side hereof, and under no circumstances shall Ohio CAT or Manufacturer be liable for any indirect, special, incidental or consequential damages to the Customer or to any third party. The foregoing undertaking with respect to new machinery and equipment is in lieu of any other warranties, including any warranty of merchantability or fitness for a particular purpose, whether express or implied, on the sale of used equipment and customer takes any used equipment "as is" and with all faults or defects unless there is a modification in writing endorsed hereon or contained in a separate writing signed by Ohio CAT in a manner described on the reverse side of this order.
- 7. **Taxes:** Unless otherwise stated, the quoted prices do not include sales, use or similar taxes. Such taxes shall be paid by the Customer. Consequently, in addition to the quoted prices in effect at the time of sale, lease or rental, the amount of any present or applicable sales, use or similar tax applicable to the sale, lease or rental of the property hereunder shall be made by the Customer, or in lieu thereof the Customer shall provide the Company with a tax-exemption certificate acceptable to the taxing authorities. From and after the transfer of possession of the property covered hereby, Customer shall timely pay all taxes or other charges assessed by any public body against same, including any applicable property taxes.
- 8. **Increased Taxes or Charges:** Should any tax or charge imposed by any governmental authority on this transaction, as above shown, increase during the term hereof, customer agrees to pay Ohio CAT on demand the full amount of any such increased taxes or charges.
- 9. **Maintenance of Machinery:** Customer shall be liable for any damages to, or destruction of, the equipment beyond normal wear and tear, without regard to fault or neglect by customer. Customer shall pay for any damage to tires over normal wear and tear (punctures, cuts, etc.). Customer shall be responsible for maintaining the equipment or machinery in good working order and in as good a condition as it is now, and for wear and tear accepted. Upon expiration of the lease or rental period, and upon return of the equipment or machinery Ohio CAT shall bill customer for any amount due by reason of these items, which amount customer agrees to pay.
- 10. **Insurance:** Customer shall be responsible for all insurance coverage on the equipment or machinery during the rental or lease term, and will furnish Ohio CAT with evidence thereof. ~~Customer shall defend, indemnify and hold Ohio CAT harmless from any claimed liability for any injury to person or property arising out of the use of the machinery or equipment.~~ **DR**
- 11. **Removal of Machinery; Assignment of Lease:** The equipment or machinery hereby leased for rental shall not be sublet by customer without the written consent of Ohio CAT, nor shall it be transferred or conveyed in any way, nor shall it be removed from the state of customer's address appearing on the reverse hereof without the advance written consent of Ohio CAT, and customer shall keep the machinery free of all taxes, liens, and encumbrances.
- 12. **Default by Customer:** If customer shall make default in punctually paying any rent due as aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against customer, whereby the machinery may be seized or taken or detained, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against customer, or his property, or if customer shall enter into any arrangement or composition with his creditors, or if customer should breach any other term, covenant, or condition of this lease, then and in any such event Ohio CAT shall have the right to retake immediate possession of the machinery and for such purpose Ohio CAT may enter upon any premises where the machinery may be, with or without notice of its intention to retake the same, and without being liable to any suit or action or proceeding by customer.
- 13. **Venue:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The parties hereby irrevocably submit to the exclusive jurisdiction of the state or federal courts located in Cleveland, Ohio for any proceedings arising out of or relating to this Agreement. Should any provision of this Agreement be held invalid, such provision shall be deemed to be eliminated insofar as it is deemed invalid and the balance of this Agreement shall in no way be affected thereby. The terms and conditions contained herein constitute the entire Agreement between Ohio CAT and CUSTOMER with respect to the subject matter hereof and supersede all previous oral and written communications and representations. Any contrary terms contained in a purchase order or other writing from the CUSTOMER are hereby rejected and superseded by the terms and conditions contained in this Agreement. CUSTOMER'S obligations hereunder shall survive any termination of this Agreement. This Agreement may not be changed, altered, supplemented or added to at any time, except by a writing signed by both parties. This Agreement may not be assigned by CUSTOMER without the prior written consent of Ohio CAT. Any suit by Ohio CAT may be brought in the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Pleas of Cuyahoga County, Ohio. The CUSTOMER hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Northern District of Ohio at Cleveland, or the Court of Common Pleas of Cuyahoga County, Ohio and waives all rights to contest the jurisdiction of these Courts.
- 14. **Inspection by Ohio CAT:** For the purpose of examining and inspecting the condition of the machinery, Ohio CAT may from time to time enter any premises wherein the machinery may then be.
- 15. **Title to Goods:** The title to goods furnished on this order remains vested in Ohio CAT until paid in full in cash.
- 16. **Acceptance of Property:** Retention of any property shipped under this agreement after five days from arrival shall constitute an acceptance of same.
- 17. **IRS Section 1021 Exchange:** Notice is hereby given that Ohio CAT has assigned to Ohio CAT Exchange LLC its rights to sell any rental equipment described herein and, if applicable, to purchase, trade-in property described herein.
- 18. **Additional Matters and/or Modifications:** _____

Name and Title:
Don Regula
BOCC Vice President

Signature:
Don Regula

Date:
7-14-2015

County Commissioners Office
Auglaize County, Ohio
July 14, 2015

NO. 15-305

IN THE MATTER OF AUTHORIZING A CONTRACT WITH MAGUIRE ASSOCIATES OF VIRGINIA, INC. TO PROVIDE COST ALLOCATION SERVICES TO THE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of July, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners annually develops a cost allocation plan to recover indirect costs for the support services provided by the County to departments not included in the County General Fund; and,

WHEREAS, the Board has received a proposal from Maguire Associates of Virginia, Inc. to prepare the necessary cost allocation plans for fiscal years ending December 31, 2015, 2016 and 2017 and the Board shall have the option to extend this agreement for two (2) additional one (1) year renewals for fiscal years ending 2018 and 2019 at the annual fee of \$5,500.00.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the contract with Maguire Associates of Virginia, Inc. to provide cost allocation services to the County for the sum of \$5,500.00 annually for years as mentioned above; and,

BE IT FURTHER RESOLVED that said Board authorizes the execution of the contract as supplied by Maguire Associates of Virginia, Inc.

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

Adopted this
14th day of
July, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

- ✓ cc: County Administrator
Maguire Associates of Virginia, Inc. –
Michael E. Maguire
- ✓ County Auditor

AUGLAIZE COUNTY

STANDARD CONTRACT FOR SERVICES

This Contract is entered into on and as of July 14, 2015 between Auglaize County, Ohio and Maguire Associates of Virginia, Inc. for services identified herein, on the following terms and conditions.

A. DEFINITIONS

As used in this Contract the terms are defined as follows:

1. "Contractor" shall mean Maguire Associates of Virginia, Inc., 9600 Egret Lane, Chesterfield, Virginia 23838 whose authorized representative is Michael Maguire, President, who is responsible for the performance obligation of the Contractor under this Contract, and possesses the necessary training and skills to carry out the requirements established herein.

B. SCOPE OF SERVICES

In consideration for the payments to Contractor by County and the mutual covenants contained herein, the County:

The Contractor shall prepare a fully documented Central Services Cost Allocation Plan based on actual costs for the years ending December 31, 2015, 2016 and 2017. All documents will be prepared in accordance with Federal Office of Management and Budget Circular A-87.

In summary, the approach used to prepare the cost allocation plan includes the following major tasks:

1. Identify the central services and the related costs of that service.
2. Identify and obtain County agreement as to the level of detail the programs or functions within central services.
3. Determine the method for allocating costs to benefitting departments or agencies.
4. Allocate these costs in a formal, comprehensive manner.
5. Reconcile expenditures with the County's Annual Financial Report.

6. Document the results in an acceptable format, which will comply with all State of Ohio and Federal requirements for funding allocation of Department of Human Services and other relevant agencies.

C. TIME OF PERFORMANCE

The services to be performed hereunder by the Contractor shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. The cost allocation plan will be available five weeks after the start date of the project.

D. COMPENSATION

The County agrees to pay Contractor a sum not to exceed five thousand five hundred dollars (\$5,500.00) per year for FYE December 31, 2015, 2016 and 2017 for all services required herein. Contractor agrees to complete the project and all services provided herein for said sum.

E. METHOD OF PAYMENT

The Contractor shall be entitled to payment in accordance with the provisions of this paragraph. The Contractor will be paid the fee mentioned after submitting the plan to County officials.

F. CHANGES

The County may, from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendment to this agreement.

G. INDEMNIFICATION

The parties hereto acknowledge that the Contractor will employ certain computer software developed by Contractor to perform the services contemplated by the Agreement. Contractor represents that such software is copyrighted and that Contractor is entitled to use such software, and will indemnify the County and hold same harmless from any claims or causes of action or damages arising from such use by any third parties not in privity with this Agreement.

H. GENERAL

This Agreement shall be interpreted and venued according to the law of the State of Ohio.

IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE CITY OF ST. MARYS 2015 CDBG KUCK'S KOVE PARK RUBBER SAFETY SURFACE PROJECT USING FY'14 CDBG FUNDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of July, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners allocated a sum from the F.Y. 2014 Community Development Block Grant (CDBG) Allocation Program funds for the City of St. Marys 2015 CDBG Kuck's Kove Park Rubber Safety Surface Project; and,

WHEREAS, specifications have been prepared for the City of St. Marys 2015 CDBG Kuck's Kove Park Rubber Safety Surface Project with an estimated cost of \$42,116.00; and,

WHEREAS, it is necessary, at this time, to set date and time to receive bids for this project.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby set July 30, 2015 at 10:00 a.m. as the date and time at which to receive and open bids in the office of the Commissioners for the City of St. Marys 2015 Kuck's Kove Park Rubber Safety Surface Project, a F.Y. '14 CDBG Allocation Program funded project.

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

Adopted this
14th day of
July, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

cc: Poggemeyer Design Group – Gayle Flaczynski
City of St. Marys – Craig Moeller

NOTICE TO CONTRACTOR

Public Notice is hereby given that the Auglaize County Board of Commissioners, Ohio, will receive sealed bids on behalf of the City of St. Marys for the 2015 CDBG Kuck's Kove Park Rubber Safety Surface Project until 10:00 a.m. local time, July 30, 2015, in the Commissioner's Office located in the County Administration Building, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895.

Plans and specifications are on file and available at the City of St. Marys Office of the Director of Public Service and Safety, 101 East Spring Street, St. Marys, Ohio.

Each bidder is required to furnish with their proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends and requires that this project be completed no later than October 31, 2015.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

This project is funded through FY'14 CDBG Allocation Funds. The Engineer's estimate for the construction project is \$42,116.00.

No bidder shall be permitted to withdraw his bid for a period of thirty (30) days after the time of opening the bids.

All bids are to be on a form furnished by the City of St. Marys Engineer and submitted in a sealed envelope with the name of the bidder and the project noted plainly on the outside.

The Auglaize County Commissioners, as the Owner, reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid which is deemed by Owner to be most favorable to the Owner.

Auglaize County Commissioner
Erica Preston, County Administrator

PUBLISH: July 15, 2015
July 22, 2015

**IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE
SPECIAL SESSION OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of July, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

WHEREAS, the Board must set special session on Wednesday, July 15, 2015 from 7:30 p.m. – 8:30 p.m. to attend the annual Ice Cream Social with the Auglaize County Township Association at the Logan Township House, location on the corner of Conant and National Road (20997 Conant Road), Wapakoneta, Ohio or until the conclusion of the business for the purposes stated above.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Wednesday, July 15, 2015 from 7:30 p.m. – 8:30 p.m. or until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special sessions for said Board; and,

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to The Evening Leader, The Wapakoneta Daily News, The Lima News and The Daily Standard to ensure adequate public notice of these special sessions.

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

Adopted this
14th day of
June, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

cc: newspapers

✓✓✓✓

PETITION FOR ANNEXATION

RECEIVED

JUL 13 2015

Board of County Commissioners
Auglaize County, Ohio

(Type II Special Annexation Procedure. Section 709.023 of the Ohio Revised Code.)

The undersigned, being 100 percent of the property owners of the real estate hereinafter described, hereby petition that said real estate be annexed to the City of St. Marys under Section 709.023 of the Ohio Revised Code. Attached as Exhibit A is an accurate legal description of the perimeter of the territory proposed for annexation. The above described real estate is adjacent to the City of St. Marys, Auglaize County, Ohio.

Attached as Exhibit B is an accurate map or plat of all tracts, lots or parcels of the territory proposed for annexation, and all tracts, lots, or parcels located adjacent to that territory or located directly across a street or road adjacent to the territory to be annexed.

Attached as Exhibit C is a list of the following:

- The name and mailing address of the owner of each tract, lot or parcel; and,
- The permanent parcel number for each tract, lot, or parcel as established by the Auglaize County Auditor.

Petitioners state that the territory to be annexed is less than 500 acres and does not create an unincorporated area of the township that is completely surrounded by the territory proposed for annexation, nor will the annexation create a maintenance problem as defined in Section 709.023(E)(7) of the Ohio Revised Code.

The filing fee of \$50.00 is submitted herewith.

Susan Crotty is appointed Agent for the petitioners as required by R.C. 709.02, with full power and authority to act for the undersigned under Chapter 709 of the Revised Code. The address of the Agent is: 101 E. Spring Street, St. Marys, Ohio 45885.

“WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS’ ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE. ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.”

Said Bergner

Kenneth M. Pershaw

Greg

Dated: *April 18, 2015*
 Dated: *6/2/15*
 Dated: *7-13-15*
 Dated: _____
 Dated: _____
 Dated: _____

RECEIVED

JUL 13 2015

Board of County Commissioners
Auglaize County, Ohio

EXHIBIT A

**Description for Annexation Petition
to the City of St. Marys
for 1.628 acre tract of land**

Being part of the northeast quarter of section 2, T-6-S, R-4-E, St. Marys Township, Auglaize County, Ohio and being more particularly described as follows;

Commencing for reference at the north quarter post of said section 2, thence, S 00°55'40" W, a distance of thirty and 00/100 (30.00) feet to the Point of Beginning;

Thence, S 89°00'01" E, along the south right-of-way of McKinley Road, a distance of ninety and 00/100 (90.00) feet to a point;

Thence, N 00°55'40" E, a distance of ten and 00/100 (10.00) feet to a point;

Thence, S 89°00'01" E, a distance of three hundred sixteen and 72/100 (316.72) feet to a point, said point lies on the west right-of-way line of the R.J. Corman Railroad;

Thence, S 50°00'07" W, along the said west right-of-way of the R.J. Corman railroad, a distance of five hundred thirty-eight and 30/100 (538.30) feet to a point;

Thence, N 00°55'40" E, along the east line of a 1.406 acre tract owned by Kenneth M. Dershaw per deed Vol. OR 226, page 62 in the Auglaize County Records records, a distance of three hundred forty-three and 14/100 (343.14) feet to the Point of Beginning;

Said area contains 1.628 acres of land more or less

Basis of bearing per "Ralston Survey" by James M. Kent, PS 6792 dated 7/18/01

EXHIBIT B

RECEIVED
JUL 13 2015

Board of County Commissioners
 Auglaize County, Ohio

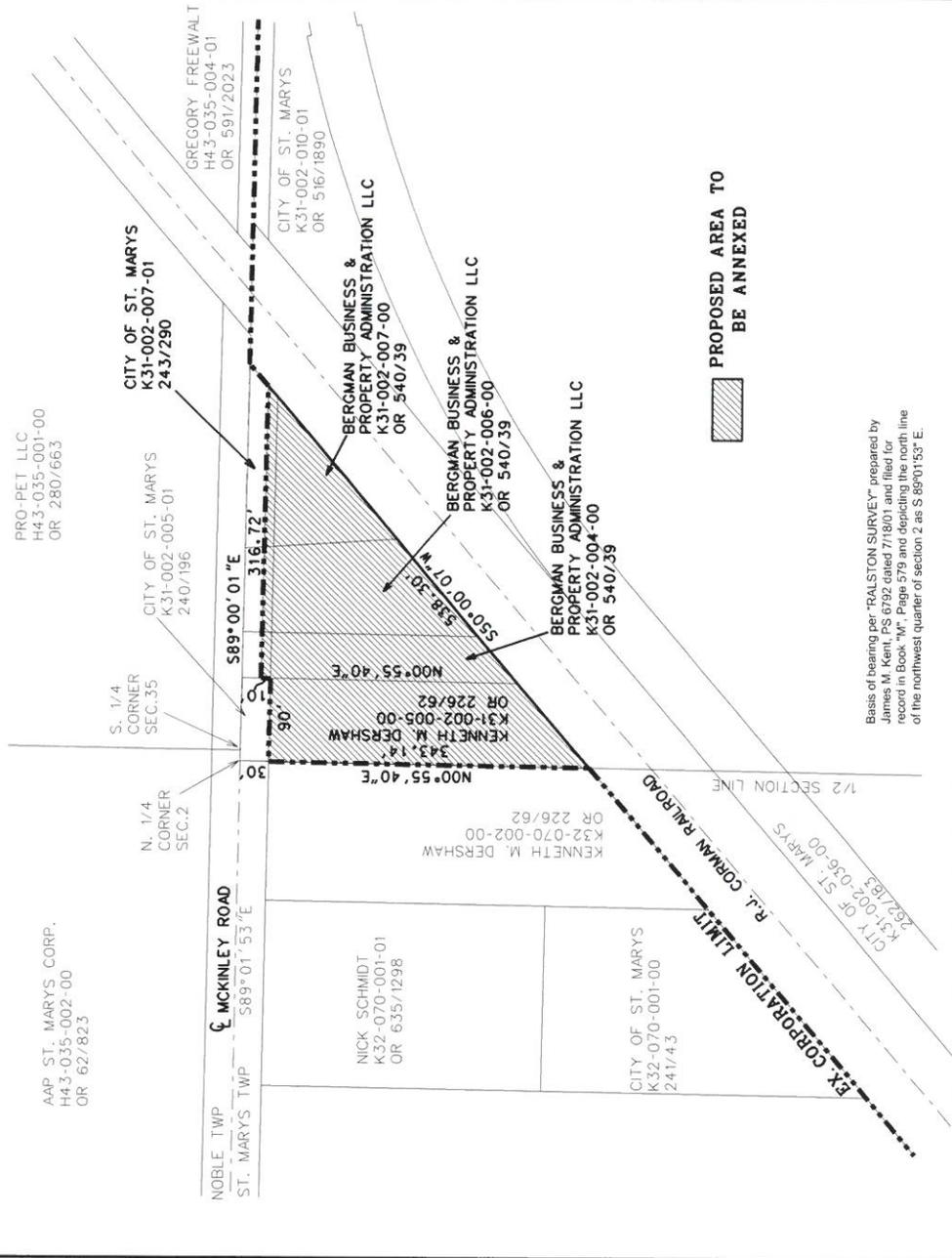
AREA PETITIONED FOR ANNEXATION TO THE CITY OF ST. MARYS

PART OF THE N.E. 1/4 OF SECTION 2,
 T-6-S, R-4-E, ST. MARYS TOWNSHIP,
 AUGLAIZE CO., OHIO

AREA CONTAINS 1.628 ACRES MORE OR LESS

JULY 2015

SCALE: 1"=200'



**PROPOSED AREA TO
 BE ANNEXED**

Basis of bearing per "RALSTON SURVEY" prepared by James M. Kent, FS 6792 dated 7/18/01 and filed for record in Book "M", Page 579 and depicting the north line of the northwest quarter of section 2 as S 89°01'53" E.

EXHIBIT C

List of Adjacent Property Owners for Annexation Petition
to the City of St. Marys
for 1.628 acre tract of land

RECEIVED

JUL 13 2015

Board of County Commissioners
Auglaize County, Ohio

H43-053-002-00
Mr. Randy Wendel
President
AAP St. Marys Corporation
1100 McKinley Road
St. Marys, OH 45885

H43-035-001-00
Pro-Pet, LLC
PO Box 369
St. Marys, OH 45885

K32-070-002-00; K31-002-005-00
Mr. Kenneth M. Dershaw
1301 McKinley Road
PO Box 744
St. Marys, OH 45885

K31-002-004-00; K31-002-006-00; K31-002-007-00
Mr. David Bergman
Bergman Business & Property Administration
5411 Lancers Lane
Port Orange, FL 32128

K31-002-010-01; K31-002-036-00	
Mayor Patrick J. McGowan	Mr. Gregory Foxhoven
City of St. Marys	Director of Public Service/Safety
101 East Spring Street	City of St. Marys
St. Marys, OH 45885	101 East Spring Street
	St. Marys, OH 45885