

**IN THE MATTER OF APPROVING THE CONTRACTOR'S PAY REQUEST #1 FROM BEN'S CONSTRUCTION FOR THE 2020 RESIDENTIAL DEMOLITION – 307 E. HIGH STREET CRIDERSVILLE, OHIO PROJECT FOR THE VILLAGE OF CRIDERSVILLE, USING PY 2019 CDBG ALLOCATION PROGRAM FUNDS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of June, 2020.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on March 5, 2020, Resolution #20-109, the Board of County Commissioners awarded the bid for the PY 2019 CDBG Allocation Program project for the Village of Cridersville 2020 Residential Demolition – 307 E High Street, Cridersville, Ohio Project to Ben's Construction at the cost of \$7,400.00; and,

**WHEREAS**, the Board of County Commissioners has now been presented with a Contractor's Pay Request #1 in the amount of \$7,400.00 from Ben's Construction for the Village of Cridersville 2020 Residential Demolition – 307 E. High Street Cridersville, Ohio Project.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #1 in the amount of \$7,400.00, and does authorize execution by the President of the Board of County Commissioners for said Contractor's Pay Request #1 from Ben's Construction with the CDBG Grant amount of \$7,400.00.

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

Adopted this  
11th day of  
June, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: ✓ Poggemeyer Design Group  
✓ Ben's Construction  
✓ Village of Cridersville

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th of June, 2020.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

**Board of Elections Fund:**

**Amount: From: To:**  
**\$7,500.00 001.0301.530600 (Contract Services) 001.0301.530300 (Supplies)**

**Handgun License Fund:**

**Amount: From: To:**  
**\$3,000.00 020.0020.530400 (Equipment) 020.0020.530600 (Contract Services)**

**Child Support Enforcement Agency Fund:**

**Amount: From: To:**  
**\$5,000.00 096.0096.510200 (Salaries) 096.0096.535000 (Unemployment)**

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this  
11th day of  
June, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

- cc/ County Auditor
- ✓ Board of Elections
- ✓ Sheriff
- ✓ JFS Interim Director

**IN THE MATTER OF RATIFYING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN AUGLAIZE COUNTY OHIO JUVENILE COURT BY AND THROUGH THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND AUGLAIZE COUNTY EDUCATIONAL SERVICE CENTER (ESC) FOR THE CREDIT RECOVERY PROGRAM ATTENDING THE OPPORTUNITY FOR YOUTH PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of June, 2020.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize County Juvenile Court Judge Mark Spees has presented a Memorandum of Understanding (MOU) between the Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the Auglaize County Educational Service Center (ESC) to transfer of funds for student instructional and social services; and,

**WHEREAS**, the Auglaize County Ohio Juvenile Court agrees to pay the Auglaize County Educational Service Center the sum of \$48,000 made in two payments, one being on or before March 1, 2020 and the second payment on or before June 30, 2020. This fee will cover a credit recovery program for youth on probation who are attending the Opportunity for Youth. Judge Spees approves and recommends that the Board of Auglaize County Commissioners approve and execute said Memorandum of Understanding.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the Memorandum of Understanding (MOU) between Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the Auglaize County Educational Service Center for the above stated program.

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

Adopted this  
11th day of  
June, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: Juvenile Judge Mark Spees  
Auglaize County ESC

County Commissioners Office  
Auglaize County, Ohio  
June 11, 2020

NO. #20-230

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of June, 2020.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

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

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
444034	\$3,600.00	Arborchem Products
444055	\$3,831.45	NCIC
444097	\$2,100.00	Auglaize County Treasurer

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

Adopted this  
11th day  
June, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: County Auditor

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY ADMINISTRATOR.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of June, 2020.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, under date of January 2, 2020, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2020 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

**WHEREAS**, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the FAA 17-2015 Rehab Utl/Drng Fund (087) by \$9,082.00; and,

**WHEREAS**, Auglaize County Administrator requested that the Board amend the 2020 Annual Appropriation to reflect the following increase:

- Increase 087.0087.531000 (Administration) by \$1,000.00;**
- Increase 087.0087.530601 (Planning) by \$8,082.00.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2020 Annual Appropriation Resolution be amended to show the change as tabulated above.

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

Adopted this  
11th day of  
June, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

- ec: County Auditor
- County Administrator

**IN THE MATTER OF ACCEPTING THE SETTLEMENT AGREEMENT, AS IT PERTAINS TO THE APPEAL ON THE SPALLINGER DITCH PROJECT, BETWEEN ELFIE PROPERTIES, LLC AND THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS OF AUGLAIZE COUNTY, OHIO AND AUTHORIZING THE EXECUTION OF SAID SETTLEMENT AGREEMENT.**

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The Board of Auglaize County Commissioners met in regular session on the 11th day of June, 2020.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on July 18, 2019, in the office of the Auglaize County Clerk of Courts, a Notice of Appeal was filed in the matter of the Appeal of the Spallinger Single County Ditch as petitioned by Scott Spallinger and Sharon Helmlinger; and,

**WHEREAS**, said Appeal of the Spallinger Single County Ditch Petition, Auglaize County Court of Common Pleas, Case No. 2019 CV 0079 was filed by Elfie Properties, LLC through its counsel Taryn A. Douglas; and,

**WHEREAS**, the parties involved now wish to settle and have agreed to settle and compromise all matters involved in disputes and differences, including the Appeal and any and all other existing or potential claims that Elfie Properties, Inc. have existing prior to and through this date relating to, arising out of, or otherwise pertaining to the Spallinger Ditch; and,

**WHEREAS**, a "Settlement Agreement" between Elfie Properties, LLC, the City of Wapakoneta, the Auglaize County Engineer and the Auglaize County Board of Commissioners, Auglaize County, Ohio has been drafted, reviewed and approved by all parties involved; and,

**WHEREAS**, said "Settlement Agreement" has been executed by Elfie Properties LLC and the County Engineer and has now been presented to the Board of County Commissioners for its execution.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the "Settlement Agreement" as presented for the Appeal of the Spallinger Single County Ditch Petition, Auglaize County Court of Common Pleas, and Case No. 2019 CV 0079 and the Third District Court of Appeals Case No. 02 2019 0010, and,

**BE IT FURTHER RESOLVED** that said Board does authorize the President of the Board of Auglaize County Commissioners, John N. Bergman, to execute, on its behalf, the "Settlement Agreement" as submitted; and,

**BE IT FURTHER RESOLVED** that a copy of the "Settlement Agreement" to be hereto attached and thus become a part of this resolution.

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

Adopted this  
11th day of  
June, 2020

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, Yes  
Don Regula

cc: County Engineer  
✓ County Prosecuting Attorney  
✓ Jauert & Burton, LLP

## SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release (“Agreement”), effective as of \_\_\_\_\_, 2020, is entered into by and between Elfie Properties LLC (hereinafter “Elfie”); the City of Wapakoneta (hereinafter the “City”); the Auglaize County Engineer (“Engineer”) and the Auglaize County Commissioners (“Commissioners”), (hereinafter collectively the “County”); and Scott A. Spallinger, (hereinafter “Spallinger”) (collectively referred to as the “Parties”).

**WHEREAS**, on October 18, 2018, Spallinger filed a ditch petition with the County to install a new subsurface drainage pipe in the area of Ramga Road and Glynwood Road in Section 25, Moulton Township, Auglaize County, Ohio, (the “Petition”);

**WHEREAS**, on June 27, 2019 the final hearing on the Petition before the Commissioners took place and was verbally approved over Elfie’s, as owner of 19 of the 38 parcels in the watershed known as the Rolling Acres Estates (“Rolling Acres”), objections, on the grounds it was not a necessity;

**WHEREAS**, on July 2, 2019 the Commissioners met and formally approved the Petition via Resolution No. 19-278 (“Resolution”);

**WHEREAS**, after the passage of the Resolution, Elfie appealed the matter to the Auglaize County Common Pleas Court, and the Third District Court of Appeals, Auglaize County Common Pleas Case No. 2019 CV 0079 and the Third District Court of Appeals Case No. 02 2019 0010, (the “Litigation”); and

**WHEREAS**, the Parties desire to resolve the Litigation in full and go forward with the Spallinger Ditch Project as requested in the Petition, excepted as modified by this Agreement (the “Project”).

**NOW THEREFORE**, in consideration of the foregoing and the covenants contained herein, the Parties hereby agree as follows:

**1. ACTIONS BY ELFIE**

In consideration for the agreements of the County, the City, and Spallinger contained herein and for other good and valuable consideration, Elfie hereby covenants and agrees to perform the following actions:

- A. Dismiss the Litigation with prejudice and forego any right of appeal to the Supreme Court of Ohio related to the Petition and Project;
- B. Subject to selling the lots that comprise the pond, maintain the pond within the Rolling Acres subdivision (“Pond”) as outlined in the Plat recorded on September 12, 2018 at Cabinet D, Pages 354-356 with the Auglaize County Recorder (“Plat”) attached as

Exhibit “A,” and as shown in the Rolling Acres storm drainage plan on record with the City and County (“Plan”), with the subject drawing attached as Exhibit “B,” including the hydraulics and outfall of the Pond as they exist as of the date of this Agreement; and

- C. Elfie shall pay its assessment related to the Project after relative credits related to the Plan, as more fully explained below in Section 2.

## **2. ACTIONS BY THE COUNTY**

In consideration for the agreements of Elfie, the City, and Spallinger contained herein and for other good and valuable consideration, the County hereby covenants and agrees to perform the following actions:

- A. The County shall bid the Project using a 15-inch diameter outlet tile (“Bid 1”);
- B. The County shall recalculate the initial Project assessment using the 15-inch diameter outlet tile cost under Bid 1, which, for demonstrative purposes, shall yield a total savings of \$17,095.60 directly to Elfie for its portion of the assessment, for an overall assessment to Elfie of \$12,498.83. This methodology of calculating Elfie’s assessment is shown in the spreadsheet attached hereto as Exhibit “C,” but the actual assessments and figures may vary based upon the final selected bid;
- C. The County shall recertify the new calculation for the Project; and
- D. Should Spallinger elect to undertake the expense for an upsized outlet tile, the County will, in addition to Bid 1, bid the Project separately using the upsized outlet tile (“Bid 2”).

## **3. ACTIONS BY THE CITY**

In consideration for the agreements of Elfie, the County, and Spallinger contained herein and for other good and valuable consideration, the City hereby covenants and agrees to perform the following actions:

- A. The City shall certify the Pond was constructed according to the Plan, as outlined in the attached Exhibit “D.”

## **4. ACTIONS BY SPALLINGER**

In consideration for the agreements of Elfie, the County, and the City contained herein and for other good and valuable consideration, Spallinger hereby covenants and agrees to perform the following actions:

- A. Spallinger shall agree to the use of a 15-inch diameter outlet tile for the Project and agrees that assessments will be allocated using Bid 1. If Spallinger agrees to undertake the entire additional expense of the use of an increased size diameter outlet tile for the



Project, Elfie, and all other lot owners will be assessed based upon Bid 1. The cost difference between Bid 1 and Bid 2 will be assessed directly to Spallinger for the upsized tile.

**5. NO ADMISSIONS**

The Parties hereto explicitly agree that by entering into this Agreement, none of the Parties are admitting, nor shall any Party be deemed to have admitted, any of the claims or counterclaims that were or could have been asserted throughout the Litigation among the Parties related to the matters described herein.

**6. COMPLETION OF THE PROJECT**

The County shall proceed with the bidding process pursuant to Ohio Revised Code Chapter 6131. et. seq. and this Agreement as soon as the Agreement is fully executed in order to go forward with the Project pursuant to the specifications outlined herein. Elfie shall be assessed on its tax bills over the span of 8 years, as outlined in Sections 1 and 2 above, upon completion of the Project.

**7. SUCCESSORS**

All terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, successors, owners, officers, agents, and assigns of the Parties hereto. Any purchasers or future property owners of the Rolling Acres Estates parcels are bound by the terms herein and the covenants contained in the Plat, as reflected in Exhibit "A," specifically said parcels adjacent to the Pond and outfall, including Lots 1, 2, 3, 4, 6, 7, and 8 of the Rolling Acres subdivision.

**8. COMPLETION OF THIS AGREEMENT**

The Parties agree and shall in good faith attempt to complete all duties and obligations to be performed pursuant to this Agreement as soon as reasonably possible. Once all Parties have signed and acknowledged this Agreement the necessary dismissal entry shall be filed by Elfie a copy of which is attached hereto as Exhibit "E."

**9. ATTORNEY FEES**

All Parties shall pay their own attorney fees related to the negotiation of this Agreement and the matters outlined herein.

**10. ENTIRE AGREEMENT**

The Parties understand, covenant, and agree the foregoing constitutes their entire Settlement Agreement and there exist no other agreements, oral or written, between the Parties, relating to any matter covered by this Agreement.

**11. COUNTERPARTS**

This Agreement may be signed and acknowledged in counterparts, each of which shall function as an original. The Parties agree that email and facsimile signatures shall serve the same as an original signature on this Agreement.

**12. ACKNOWLEDGMENT**

The undersigned acknowledge they have carefully read this Agreement, they are satisfied with all of its terms, they have had adequate time to review and consider this Agreement and to consult with their legal counsel and governmental entities with respect thereto, they have entered into this Agreement voluntarily and of their own free will, and they have authority to sign this Agreement and agree to all of the provisions contained herein.

**Elfie Properties LLC**

**Auglaize County Commissioners**

By: \_\_\_\_\_  
David Schlenker, Member  
Date: \_\_\_\_\_

By: John N Bergman  
\_\_\_\_\_  
Date: June 11, 2020  
\_\_\_\_\_

**City of Wapakoneta**

**Auglaize County Engineer**

By: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

By: Douglas R. ... P.E., P.S.  
\_\_\_\_\_  
Date: June 10, 2020  
\_\_\_\_\_

By: \_\_\_\_\_  
Scott A. Spallinger  
Date: \_\_\_\_\_

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**11. COUNTERPARTS**

This Agreement may be signed and acknowledged in counterparts, each of which shall function as an original. The Parties agree that email and facsimile signatures shall serve the same as an original signature on this Agreement.

**12. ACKNOWLEDGMENT**

The undersigned acknowledge they have carefully read this Agreement, they are satisfied with all of its terms, they have had adequate time to review and consider this Agreement and to consult with their legal counsel and governmental entities with respect thereto, they have entered into this Agreement voluntarily and of their own free will, and they have authority to sign this Agreement and agree to all of the provisions contained herein.

**Elfie Properties LLC**

By:   
David Schlenker, Member  
Date: 6/10/20

**Auglaize County Commissioners**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Wapakoneta**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**Auglaize County Engineer**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Scott A. Spallinger  
Date: \_\_\_\_\_

ELFIE PROPERTIES, LLC  
PLAT OF

# Rolling Acres Estates

Part of Northeast Quarter,  
Section 25, T-5-S, R-5-E,  
formerly part of Moulton Township,  
now part of the City of Wapakoneta,  
Auglaize County, Ohio  
Total=20,279 Acres

Plus Part of Northwest Quarter,  
Section 30, T-5-S, R-6-E,  
formerly part of Duchouquet Township,  
now part of the City of Wapakoneta,  
Auglaize County, Ohio

SHEET ONE OF THREE

**NOTES**

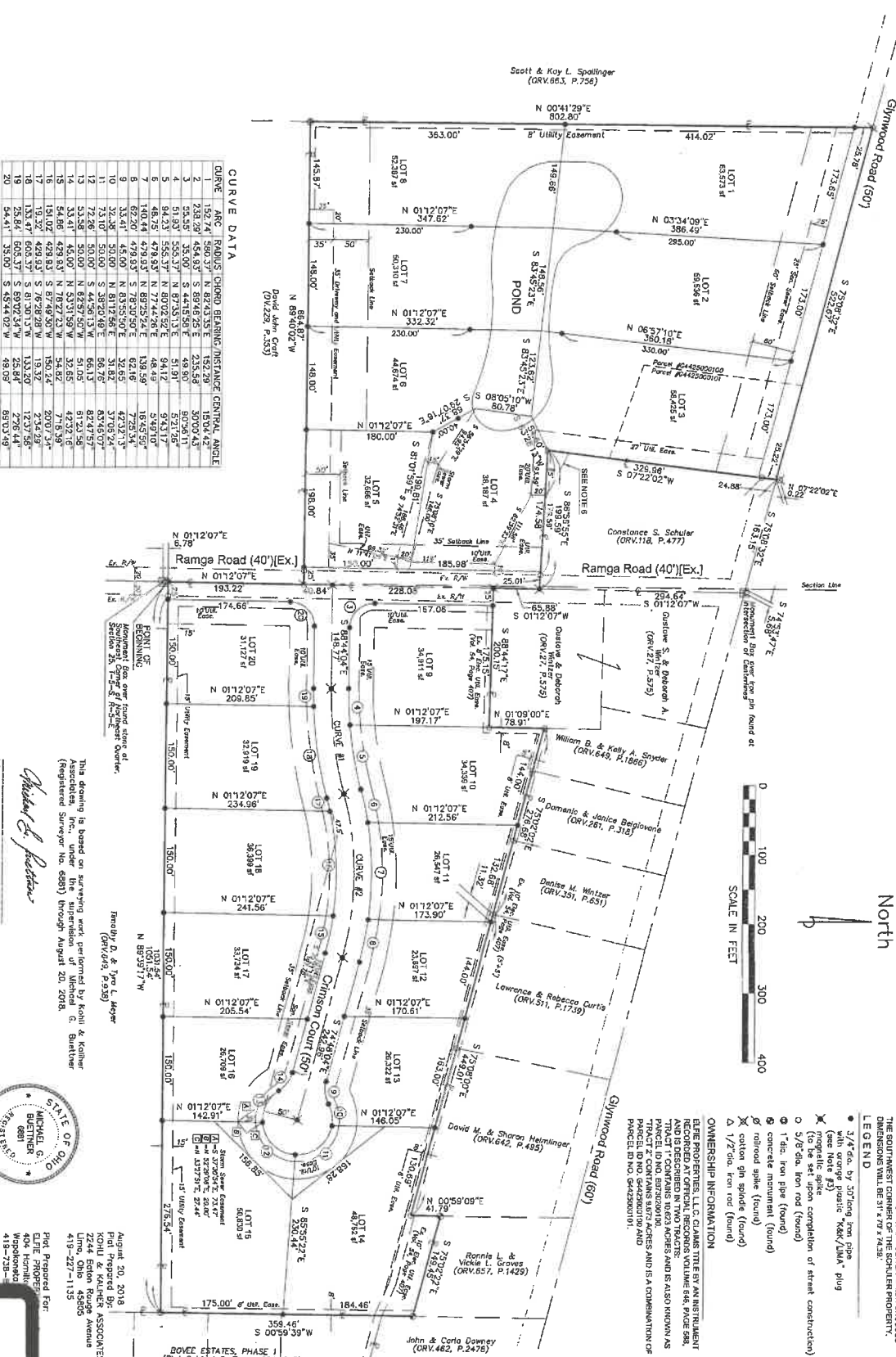
1. A ONE (1) FOOT EASEMENT ALONG EACH SIDE OF ALL INTERIOR LOT LINES SHALL BE AVAILABLE FOR THE EXCLUSIVE USE OF THE CITY OF WAPAKONETA FOR UTILITY PURPOSES.
2. ALL EASEMENTS ALONG THE PERIMETER OF THE SUBDIVISION ARE GRANT TO THE CITY OF WAPAKONETA STREET RIGHT-OF-WAY AFTER COMPLETION OF THE PROJECT.
3. ALL PROPERTY CORNERS, POINTS OF CURVE, POINTS OF BEGINNING AND END OF CURVE SHALL BE PLACED WITHIN 30 DAYS AFTER COMPLETION OF THE PROJECT.
4. THE LENGTH OF CURVE SHALL BE 72.73 FEET.
5. THE DEVELOPER AGREES TO BE BOUND BY THE TERMS OF THE SUBDIVISION MAP TO ACCOMMODATE THE SUTURE SEWER WHICH CROSSES THE SOUTHWEST CORNER OF THE SCHULER PROPERTY. DIMENSIONS WILL BE 51' X 70' X 44.30'.

**LEGEND**

- 3/4" dia. by 30" long iron pipe with orange plastic "Kak/KIMA" plug
- magnetic spike
- to be set upon completion of street construction
- 5/8" dia. iron rod (found)
- 1" dia. iron pipe (found)
- concrete monument (found)
- rebar spike (found)
- galvan pipe spike (found)
- 1/2" dia. iron rod (found)

**OWNERSHIP INFORMATION**

ELFIE PROPERTIES, LLC CLAIMS TITLE BY AN INSTRUMENT AND IS DESCRIBED IN TWO TRACTS. TRACT 1 CONTAINS 10.23 ACRES AND IS ALSO KNOWN AS TRACT 2. OWNERSHIP INFORMATION IS A COMPARISON OF PARCELS TO NO. 04242800101.



**CURVE DATA**

CURVE	ARC	RADIUS	CHORD	BEARING	DISTANCE	CENTRAL ANGLE
1	152.74	590.37	N 82°43'35"E	152.29	180°44'22"	
2	238.29	450.93	S 89°46'25"E	235.54	300°04'43"	
3	55.35	332.00	S 44°15'55"E	49.90	90°09'11"	
4	84.23	555.37	N 80°02'52"E	84.12	9°43'18"	
5	48.75	478.93	N 77°44'28"E	48.49	5°49'10"	
6	140.44	479.93	N 89°25'24"E	139.59	18°43'55"	
7	62.20	479.93	S 78°30'50"E	62.16	7°28'34"	
8	32.38	50.00	N 81°17'54"E	31.85	57°38'24"	
9	73.10	50.00	S 38°20'49"E	58.76	83°45'07"	
10	73.10	50.00	S 44°36'13"W	66.13	82°47'57"	
11	32.38	50.00	N 82°59'50"W	51.09	61°23'56"	
12	54.86	429.83	N 78°27'23"W	54.85	9°43'18"	
13	54.86	429.83	S 87°49'50"W	150.24	20°01'24"	
14	151.02	429.83	S 76°28'28"W	13.32	2°54'29"	
15	19.32	429.83	S 81°30'13"W	133.20	12°31'56"	
16	133.47	606.37	S 81°30'13"W	23.84	2°28'44"	
17	23.84	606.37	S 89°46'25"W	48.09	59°30'49"	
18	23.84	606.37	S 89°46'25"W	48.09	59°30'49"	
19	48.09	606.37	S 89°46'25"W	48.09	59°30'49"	
20	48.09	606.37	S 89°46'25"W	48.09	59°30'49"	

This drawing is based on surveying work performed by Keith & Kocner Associates, Inc. (Registered Surveyor No. 6881) through August 20, 2018.

*Michael C. Burtner*  
Michael C. Burtner, R.S. No. 6881



tabbles®  
EXHIBIT  
A  
10.1043

20180904-005  
P.134 for Record  
REGISTERED CURVE PLAT  
09-12-2018 4h 12:19 PM  
PLAT  
129.50  
Cob. D. 351-356



ELFIE PROPERTIES, LLC  
**Rolling Acres Estates**  
 Part of Northeast Quarter,  
 Section 25, T-5-S, R-5-E,  
 formerly part of Moulton Township,  
 now part of the City of Wapakoneta,  
 Auglaize County, Ohio  
**Total=20.279 Acres**

**PROTECTIVE COVENANTS**  
 (continued from sheet two of three)

15. All utilities providing service to any dwelling house or outbuilding shall be located, overhead, overhead and buried underground. These shall be no overhead services in the Subdivision.
16. Each residence constructed on the lot shall be connected to the water and sewer systems of the City of Wapakoneta as permitted in the Subdivision.
17. Each lot and every building site and lot shall be subject to building setback requirements as determined on the Subdivision Plat and the most current City of Wapakoneta zoning ordinance.
18. All buildings, structures and residences located on the lots within the Subdivision shall be constructed in accordance with the most current City of Wapakoneta zoning ordinance and the City of Wapakoneta street codes, specifications and requirements.
19. Easements for the installation and maintenance of storm drainage facilities are reserved or shown on the accompanying Subdivision Plat. Any lot which is designed for natural flow of water shall be subject to the easements shown thereon. The easement shall be made of the lot of the owner of the building site upon which such improvements are made. All utilities connecting the lot owner is responsible for sidewalk installation as per City of Wapakoneta street codes, specifications and requirements.
20. No stemming pond of any kind shall be permitted to be installed in ground so that the finished elevation, including ditches included, shall not be more than one (1) foot above the established finished grade. This restriction shall not be construed to apply to inlets, inlets, or parking or working ponds on being as they are not on the Subdivision Plat.
21. No stemming pond of any kind shall be permitted to be installed in ground so that the finished elevation, including ditches included, shall not be more than one (1) foot above the established finished grade. This restriction shall not be construed to apply to inlets, inlets, or parking or working ponds on being as they are not on the Subdivision Plat.
22. All restrictions, covenants and conditions on set forth on the accompanying Subdivision Plat run with the land, and are intended to bind the land and all persons claiming an interest therein, including but not limited to all future lot owners of each and every building site, and all persons claiming an interest therein, including but not limited to all future lot owners of each and every building site, and shall automatically be extended for periods of ten (10) years each, provided that the owners of three-fourths (3/4) majority of the lots within the Subdivision shall agree to extend the term of any of the restrictions, reservations or conditions of any line. All easements shown on the plat shall be dedicated for use forever.
23. Should any one or more of the foregoing restrictions, reservations, or conditions be found to be unenforceable, such restriction, reservation or condition, or any of the other restrictions, covenants or conditions, of which such restriction or condition is a part, shall not be enforceable, and the restriction, reservation or condition, of which such restriction or condition is a part, shall have the effect of a nullity. The enforceability of any of the other restrictions, covenants or conditions, of which such restriction or condition is a part, shall not be affected by the unenforceability of any of the other restrictions, covenants or conditions, of which such restriction or condition is a part.
24. The plat shown on the attached Subdivision Plat, and as shown on the detail plans, profiles and specifications of the Rolling Acres Estates, prepared by the City of Wapakoneta Engineering Department, shall constitute the entire agreement between the City of Wapakoneta and the Rolling Acres Estates Subdivision. All other agreements, verbal or written, made between the City of Wapakoneta and the Rolling Acres Estates Subdivision shall be null and void. The Rolling Acres Estates Subdivision shall include all lots located within the Rolling Acres Estates Subdivision, all lots, structures, buildings, structures, and improvements located thereon, and all easements, reservations, and conditions shown thereon. The Rolling Acres Estates Subdivision shall include all lots, structures, buildings, structures, and improvements located thereon, and all easements, reservations, and conditions shown thereon. The Rolling Acres Estates Subdivision shall include all lots, structures, buildings, structures, and improvements located thereon, and all easements, reservations, and conditions shown thereon. The Rolling Acres Estates Subdivision shall include all lots, structures, buildings, structures, and improvements located thereon, and all easements, reservations, and conditions shown thereon.
25. The aforementioned restrictions, reservations, covenants and conditions are in addition to any applicable City of Wapakoneta zoning and zoning regulations.

26. The site developer is responsible for maintenance of the public detention ponds until such time as a homeowner's association is established with 25% occupancy and a maintenance agreement is entered into with the most current City of Wapakoneta zoning ordinance. The City of Wapakoneta and an approved copy must be submitted to the City for their records. Maintenance shall include:

- a. All pond and drainage water maintenance.
- b. Proper signs should be mounted at appropriate locations to warn motorists of the presence of the pond and to advise them of the location of the pond.
- c. Retention pond maintenance shall include edge control with pond additives as deemed necessary, and bluing agents as needed.
- d. The pond shall be maintained throughout the entire basin area, with the grass and weeds maintained by the City of Wapakoneta (homeowner's association) and in accordance with the City of Wapakoneta zoning ordinance.
- e. Debris, trash removal, and other necessary maintenance shall be performed on a regular basis to ensure continued operation in conformance with the design.

By: *David P. Schaefer*  
 David P. Schaefer, Managing Member



Keva Lynn Myers  
 Notary Public  
 State of Ohio  
 Commission Expires  
 June 01, 2021

I, the undersigned owner of the land shown, have caused the area enclosed by the plat to be surveyed, plotted and to be shown on the accompanying Subdivision Plat. I hereby certify that the plat is a true and correct representation of the same. We also dedicate the street right-of-way and the utility easements (with certain reservations public for their use forever) as shown on the above plat to the public for their use forever.

ELFIE PROPERTIES, LLC

By: *David P. Schaefer*  
 David P. Schaefer  
 Managing Member

**ACKNOWLEDGEMENT**

STATE OF OHIO, S.S.

Before me, a Notary Public in and for the County and State aforesaid, personally appeared David P. Schaefer, Managing Member of ELFIE PROPERTIES, LLC, known to me to be the person whose name is subscribed to the signing of the foregoing instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have affixed my hand and seal on this 12<sup>th</sup> day of September, 2018.

By: *David P. Schaefer*  
 David P. Schaefer

**PLANNING COMMISSION APPROVAL**

The Planning Commission of the City of Wapakoneta hereby certifies that the above plat was approved by said Commission on the 11<sup>th</sup> day of September, 2018.

By: *Michelle Schaefer*  
 Michelle Schaefer  
 Chairman

By: *M. Myers*  
 M. Myers  
 Secretary

**CERTIFICATE OF ACCEPTANCE**

I hereby certify that the above plat was approved and filed for record in the Auditor's Office of the City of Wapakoneta, Ohio.

**RECEIVED**  
 SEP 12 2018

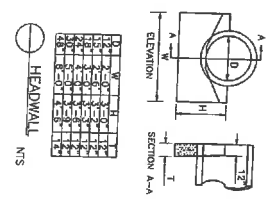
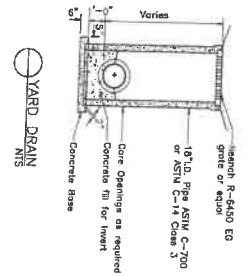
JANET SCHULLEN  
 Auditor's Office  
 Auditor

*Todd Schaefer*  
 Todd Schaefer,  
 Auglaize County Auditor

**RECORDERS CERTIFICATE**

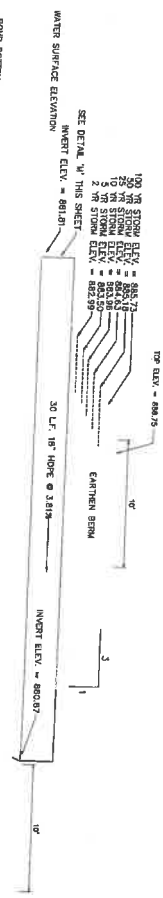
Number: 41705  
 Filed for record in the Auglaize County Recorder's Office on this 12<sup>th</sup> day of September, 2018, at 1:00 p.m., and recorded in Plat Cabinet D, Page 354 - 356

*Michelle Schaefer*  
 Michelle Schaefer,  
 Auglaize County Recorder

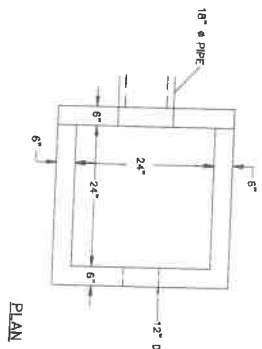
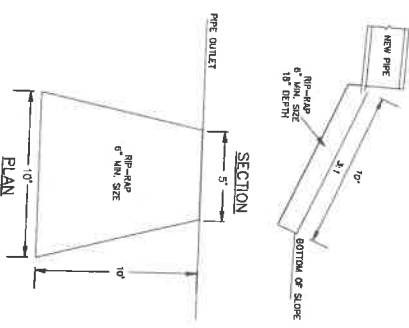


100 YD STORM ELEV. = 885.75  
 20 YD STORM ELEV. = 885.75  
 10 YD STORM ELEV. = 885.75  
 2 YD STORM ELEV. = 885.75  
 INVERT ELEV. = 881.07

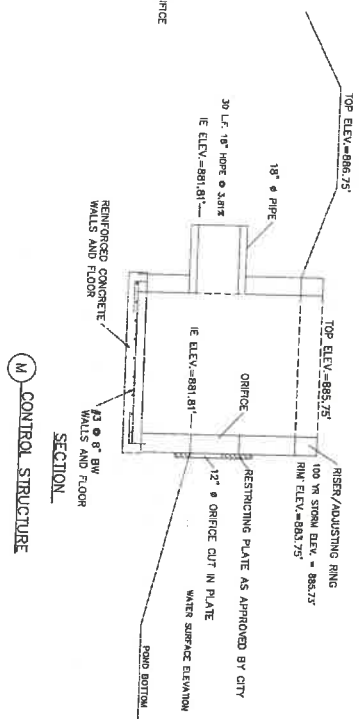
**J POND OUTLET DETAIL**  
 NOT TO SCALE



**L RIP RAP OUTFALL PROTECTION**  
 NOT TO SCALE



**PLAN**



**M CONTROL STRUCTURE**



ROLLING ACRES  
 ESTATES  
 WAPAKONETA  
 OHIO  
 ENGINEERS AND SURVEYORS  
 DETAILS



**KOHLI & KALHER ASSOCIATES, INC.**  
 ENGINEERS AND SURVEYORS  
 2244 Baton Rouge Ave., Lima, Ohio 45805 419-227-1135

tabbies  
**EXHIBIT B**  
 (P. 1 OF 1)

DATE	08/22/2009
DRAWN BY	SCOTT STIMULY
CHECKED BY	SCOTT STIMULY
SCALE	AS SHOWN
PROJECT NO.	0802
REVISION NO.	001A

**Cost Estimate (15")**

Approximate Quantities	ITEM	Approximate Estimate	
		Unit Prices	Total
<b>MAIN TILE</b>			
1,410	L.F. of 15" WATER TIGHT Smooth Interior plastic pipe installed	\$9.80	\$13,818.00
2	15" Pre-Manufactured Elbows installed	\$165.00	\$330.00
1	15"x6" Tee installed	\$140.00	\$140.00
1	15" Animal Guard installed	\$140.00	\$140.00
1,120	LF of 6" perforated plastic submain	\$1.85	\$2,072.00
20	Connections to the Main Tile	\$35.00	\$700.00
10	Connections to the Submain Tile	\$25.00	\$250.00
1	24"x24"x60" Catch Basin w/lid installed	\$900.00	\$900.00
1	24"x24"x66" Catch Basin w/lid installed	\$950.00	\$950.00
10	Ton ODOT Type "C" Rip Rap installed	\$35.00	\$350.00
10	Ton ODOT Type "D" Rip Rap installed	\$35.00	\$350.00
20	Ton #57 gravel backfill installed	\$20.00	\$400.00
<b>BRANCH TILE #1</b>			
225	L.F. of 6" Perforated Smooth Interior plastic pipe installed	\$6.00	\$1,350.00
1	6"x6" Tee Riser installed	\$50.00	\$50.00
1	6" End Cap installed	\$15.00	\$15.00
<b>BRANCH TILE #2</b>			
195	L.F. of 6" NON-PERFORATED Smooth Interior plastic pipe installed	\$6.00	\$1,170.00
1	6"x6" Tee Riser installed	\$50.00	\$50.00
1	6" End Cap installed	\$15.00	\$15.00
		2.5% Performance Bond	\$576.25
		<b>Estimated Construction Cost</b>	\$23,626.25
		<b>3% Establish Maintenance Account</b>	\$708.79
		<b>3% Unforeseen Contingencies</b>	\$708.79
		<b>10% Engineering, Surveying, Plans, Staking, Inspection</b>	\$2,362.63
		<b>BOCC Reimbursement for Mailings and Copies</b>	\$650.00
			<b>\$28,056.46</b>





SPALLINGER DITCH

ASSESSMENT WORKSHEET (15" Design)

Map REF	Property Owner	Parcel Number	Total Acres Owned	Total Acres Drained	Index Acres	Remoteness Index	Runoff Index	Total Index	Benefit Acres	Total Ben Acres	DIRECT ASSESSMENT	TOTAL PROPOSED ASSESSMENT	Rate Per Acres Drained
	KNUEVE JOYCE & PAUL	B05-030-017-03	54.548	0.74	0.74	40%	40%	16%	0.12	0.118		\$114.09	\$154.18
	MEYER TIMOTHY & TYRA	B05-030-017-04	6.947	5.1	5.1	40%	30%	12%	0.61	0.612		\$599.73	\$115.63
	H&B PARTNERSHIP	B07-300-001-00	32.362	0.27	0.27	40%	40%	16%	0.04	0.043		\$41.63	\$154.18
I	ELFIE PROPERTIES LLC	B07-302-002-00	0.801	0.801	0.2	60%	80%	48%	0.10	0.276	\$355.71	\$621.96	\$332.39
J	ELFIE PROPERTIES LLC	B07-302-003-00	0.788	0.788	0.2	60%	80%	48%	0.10	0.272	\$355.71	\$618.20	\$333.11
K	ELFIE PROPERTIES LLC	B07-302-004-00	0.609	0.609	0.2	60%	80%	48%	0.10	0.219	\$355.71	\$566.45	\$346.05
L	NEWMAN SCOTT & TARYN	B07-302-005-00	0.548	0.548	0.2	60%	80%	48%	0.10	0.200	\$355.71	\$548.82	\$352.39
M	ELFIE PROPERTIES LLC	B07-302-006-00	0.597	0.597	0.2	60%	80%	48%	0.10	0.215	\$355.71	\$562.98	\$347.19
N	ELFIE PROPERTIES LLC	B07-302-007-00	1.003	0.61	0.2	60%	80%	48%	0.10	0.219	\$355.71	\$586.74	\$345.95

SPALLINGER DITCH

ASSESSMENT WORKSHEET (15" Design)

Map REF	Property Owner	Parcel Number	Total Acres Owned	Total Acres Drained	Index Acres	Remoteness Index	Runoff Index	Total Index	Benefit Acres	Total Ben. Acres	DIRECT ASSESSMENT	TOTAL PROPOSED ASSESSMENT	Rate Per Acres Drained
Q	ELFIE PROPERTIES LLC	B07-302-008-00	1.166	1	0.2	60%	80%	48%	0.10	0.336	\$365.71	\$679.48	\$323.77
					0.8	60%	50%	30%	0.24				
P	ELFIE PROPERTIES LLC	B07-302-009-00	0.602	0.602	0.2	60%	80%	48%	0.10	0.217	\$365.71	\$584.43	\$346.71
					0.402	60%	50%	30%	0.12				
Q	ELFIE PROPERTIES LLC	B07-302-010-00	0.774	0.774	0.2	60%	80%	48%	0.10	0.268	\$365.71	\$614.15	\$333.90
					0.574	60%	50%	30%	0.17				
R	ELFIE PROPERTIES LLC	B07-302-011-00	0.835	0.835	0.2	60%	80%	48%	0.10	0.287	\$365.71	\$631.79	\$330.63
					0.635	60%	50%	30%	0.19				
S	ELFIE PROPERTIES LLC	B07-302-012-00	0.755	0.755	0.2	60%	80%	48%	0.10	0.263	\$365.71	\$608.66	\$335.03
					0.555	60%	50%	30%	0.17				
T	ELFIE PROPERTIES LLC	B07-302-013-00	0.714	0.714	0.2	60%	80%	48%	0.10	0.260	\$365.71	\$596.81	\$327.67
					0.514	60%	50%	30%	0.15				
AA	CURTIS LAWRENCE & REBECCA	B07-828-051-00	1.003	0.43	0.05	60%	80%	48%	0.02	0.138		\$132.98	\$309.25
					0.38	60%	50%	30%	0.11				
W	WINTZER GUSTAVE & DEBORAH	B07-828-062-00	0.73	0.73	0.2	60%	80%	48%	0.10	0.295		\$245.72	\$336.61
					0.53	60%	50%	30%	0.16				

SPALLINGER DITCH

ASSESSMENT WORKSHEET (15" Design)

Map REF	Property Owner	Parcel Number	Total Acres Owned	Total Acres Drained	Index Acres	Remoteness Index	Runoff Index	Total Index	Benefit Acres	Total Ben. Acres	DIRECT ASSESSMENT	TOTAL PROPOSED ASSESSMENT	Rate Per Acres Drained
BB	HELMINGER DAVID & SHARON	B07-828-054-00	1.174	0.35	0.05	60%	80%	48%	0.02	0.114	\$1,235.00	\$1,344.85	\$913.86
					0.3	60%	50%	30%	0.09				
V	WINTZER GUSTAVE & DEBORAH	B07-828-055-00	0.742	0.15	0.15	60%	50%	30%	0.05	0.045		\$43.36	\$289.08
Z	LAMARR RANDY & HEIDI	B07-828-055-01	0.567	0.25	0.05	60%	80%	48%	0.02	0.084		\$80.94	\$323.77
					0.2	60%	50%	30%	0.06				
Y	BELGIOVANE DOMENIC & JANICE	B07-828-055-02	0.535	0.25	0.05	60%	80%	48%	0.02	0.084		\$80.94	\$323.77
					0.2	60%	50%	30%	0.06				
X	SNYDER WILLIAM & KELLY	B07-828-055-03	0.5	0.18	0.05	60%	80%	48%	0.02	0.063		\$60.71	\$337.27
					0.13	60%	50%	30%	0.04				
	SPALLINGER SCOTT & KAY	G22-025-010-00	35.246	20.4	13	100%	40%	40%	5.20	7.728	\$2,445.40	\$9,892.22	\$365.04
					0.5	80%	80%	64%	0.32				
					6.9	80%	40%	32%	2.21				
	SAWMILLER LYNN & CYNTHIA	G22-025-010-02	1.348	1.348	0.08	100%	50%	50%	0.04	0.595		\$573.54	\$425.48
					0.2	80%	80%	64%	0.13				
					1.068	80%	50%	40%	0.43				
	CRAFT DAVID J. MRS.	G22-025-011-02	3.049	0.27	0.27	80%	50%	40%	0.11	0.108		\$104.07	\$385.45

SPALLINGER DITCH

ASSESSMENT WORKSHEET (15" Design)

Map REF	Property Owner	Parcel Number	Total Acres Owned	Total Acres Drained	Index Acres	Remoteness Index	Runoff Index	Total Index	Benefit Acres	Total Ben. Acres	DIRECT ASSESSMENT	TOTAL PROPOSED ASSESSMENT	Rate Per Acres Drained
A	ELFIE PROPERTIES LLC	G44-250-002-00	1.459	1.4	0.2	80%	20%	16%	0.03	0.560	\$355.71	\$995.33	\$385.45
					0.2	80%	80%	64%	0.13				
					1	80%	50%	40%	0.40				
B	ELFIE PROPERTIES LLC	G44-250-003-00	1.366	0.82	0.1	80%	20%	16%	0.02	0.352	\$355.71	\$694.90	\$413.66
					0.2	80%	80%	64%	0.13				
					0.52	80%	50%	40%	0.21				
C	ELFIE PROPERTIES LLC	G44-250-004-00	1.341	0.8	0.1	80%	20%	16%	0.02	0.344	\$355.71	\$687.19	\$414.35
					0.2	80%	80%	64%	0.13				
					0.5	80%	50%	40%	0.20				
D	ELFIE PROPERTIES LLC	G44-250-005-00	0.876	0.876	0.06	80%	20%	16%	0.01	0.384	\$355.71	\$725.74	\$422.41
					0.2	80%	80%	64%	0.13				
					0.616	80%	50%	40%	0.25				
E	ELFIE PROPERTIES LLC	G44-250-006-00	0.749	0.749	0.2	80%	80%	64%	0.13	0.348	\$355.71	\$690.66	\$447.20
					0.549	80%	50%	40%	0.22				
F	ELFIE PROPERTIES LLC	G44-250-007-00	1.025	0.98	0.23	80%	20%	16%	0.04	0.385	\$355.71	\$726.51	\$378.37
					0.2	80%	80%	64%	0.13				
					0.55	80%	50%	40%	0.22				

SPALLINGER DITCH

ASSESSMENT WORKSHEET (15" Design)

Map Ref	Property Owner	Parcel Number	Total Acres Owned	Total Acres Drained	Index Acres	Remoteness Index	Runoff Index	Total Index	Benefit Acres	Total Ben. Acres	DIRECT ASSESSMENT	TOTAL PROPOSED ASSESSMENT	Rate Per Acres Drained	
G	ELFIE PROPERTIES LLC	G44-250-008-00	1.154	1	0.3	80%	20%	16%	0.05	0.376	\$356.71	\$718.03	\$362.32	
					0.2	80%	80%	64%	0.13					
					0.5	80%	50%	40%	0.20					
H	ELFIE PROPERTIES LLC	G44-250-009-00	1.202	0.95	0.17	80%	20%	16%	0.03	0.387	\$356.71	\$728.82	\$392.75	
					0.2	80%	80%	64%	0.13					
					0.58	80%	50%	40%	0.23					
U	SCHULER CONSTANCE S	G44-828-015-00	1.31	0.84	0.05	80%	80%	64%	0.03	0.348	\$335.34	\$335.34	\$399.21	
					0.79	80%	50%	40%	0.32					
	CITY OF WAPAKONETA	RAMGA ROAD RW		0.63	0.63	60%	80%	48%	0.30	0.302		\$291.40	\$462.54	
	CITY OF WAPAKONETA	GLYNNWOOD ROAD RW		0.06	0.06	80%	80%	64%	0.04	0.038		\$37.00	\$616.71	
	CITY OF WAPAKONETA	CRIMSON COURT RW		1	1	60%	80%	48%	0.48	0.480	\$955.71	\$818.25	\$482.54	
	AUGLAIZE COUNTY HIGHWAY	GLYNNWOOD ROAD RW		0.36	0.36	80%	80%	64%	0.23	0.230		\$222.02	\$616.71	
				TOTAL	TOTAL				TOTAL	TOTAL	TOTAL	TOTAL		
				ACRES	INDEX				TOTAL	TOTAL	TOTAL	TOTAL		
				DRAINED	ACRES				TOTAL	TOTAL	TOTAL	TOTAL		
				49.566	49.566				17.545	17.545	\$11,150.31	\$28,056.46		

SPALLINGER DITCH

ASSESSMENT WORKSHEET (15" Design)

Map REF	Property Owner	Parcel Number	Total Acres Owned	Total Acres Drained	Index Acres	Remoteness Index	Runoff Index	Total Index	Benefit Acres	Total Ben. Acres	DIRECT ASSESSMENT	TOTAL PROPOSED ASSESSMENT	Rate Per Acres Drained
<b>ASSESSMENT CALCULATIONS</b>													
	<b>PROJECT COSTS</b>												
	TOTAL PROJECT COST	\$28,056.46											
	TOTAL DIRECT ASSESSMENTS	\$11,150.31											
	TOTAL LESS DIRECTS	\$16,906.15											
	<b>ASSESSMENT CALCULATION</b>												
	TOTAL ASSESSED	\$16,906.15											
	TOTAL BENEFIT ACRES	17.545											
	RATE PER BENEFIT ACRE	\$963.62											
	<b>DIRECT ASSESSMENTS</b>												
	SPALLINGER SCOTT & KAY	G22-025-010-00		Full Cost of Branch #1							\$1,415.00		
				1120 LF of 6" plastic submain @ 0.92/ft							\$1,030.40		
											\$2,445.40		
	HELMINGER DAVID & SHARON	B07-828-054-00		Full Cost of Branch #2							\$1,235.00		
*	The cost difference to upsize the tile from an 8" to 15" was divided between the 20 Lots in Rolling Acres Subdivision and Crimson Court RW												
											\$355.71		per Lot

**City of Wapakoneta Certification**

**Rolling Acres Storm Drainage Plan**

This document hereby certifies that the detention pond and outfall in the Rolling Acres Subdivision, developed by Elfie Properties, LLC, c/o David Schlenker, has been reconstructed as per the plan submitted to the City of Wapakoneta on or about July 26, 2019 and approved and accepted via correspondence on September 11, 2019, allowing for the installation of a 12-inch orifice restrictor plate on the existing inlet to the 18-inch HDPE pond outfall pipe and the raising of the dike approximately 1 foot. This reconstruction permits an outlet capacity of a planned 15-inch diameter tile in the Spallinger Ditch Project.

Acknowledged:

**City of Wapakoneta**

By: \_\_\_\_\_

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

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

**Elfie Properties, LLC**

By: David H. Schlenker

David Schlenker, Member

Date: 6/10/20

By: \_\_\_\_\_

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

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

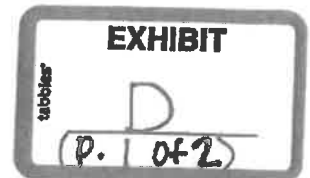
**NOTARIAL CERTIFICATE**

State of Ohio

County of Auglaize

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, on behalf of the City of Wapakoneta. No oath or affirmation was administered to the signer(s) with regard to this notarial act.

\_\_\_\_\_  
Notary Public



**NOTARIAL CERTIFICATE**

State of Ohio

County of Auglaize

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2020, by David Schlenker, on behalf of the Elfie Properties, LLC. No oath or affirmation was administered to the signer(s) with regard to this notarial act.

Taryn A. Douglas  
Notary Public



**TARYN A. DOUGLAS**  
NOTARY PUBLIC, STATE OF OHIO  
Commission does not expire  
pursuant to Section 147.03 O.R.C.



**IN THE OHIO COURT OF APPEALS FOR THE  
THIRD APPELLATE DISTRICT  
AUGLAIZE COUNTY**

**IN THE MATTER OF THE APPEAL  
IN THE COUNTY DITCH KNOWN  
AS SPALLINGER DITCH, PETITIONED  
BY SCOTT SPALLINGER AND  
SHARON HELMLINGER**

\* Appellate Case No. 02 2019 0010  
\*  
\* Auglaize County Common Pleas Court  
\* Case No. 2019 CV 0079  
\*  
\* REGULAR DOCKET  
\*

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**NOTICE OF APPELLANT'S VOLUNTARY DISMISSAL WITH PREJUDICE**

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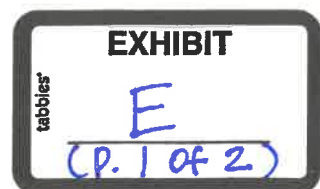
**Taryn A. Douglas** (0095906)  
Jauert & Burton LLP  
P.O. Box 1957  
103 S. Blackhoof Street  
Wapakoneta, OH 45895  
419.738.9274 Telephone  
[tdouglas@jauertburton.com](mailto:tdouglas@jauertburton.com)  
*Attorney for Appellant Elfie Properties, LLC*

**Grant Neal** (0099305)  
P.O. Box 413  
105 S. Blackhoof Street  
Wapakoneta, Ohio 45895  
419.738.4578 Telephone  
[gneal@wapakoneta.net](mailto:gneal@wapakoneta.net)  
*Attorney for Appellee City of Wapakoneta*

**Sharon Helmlinger**  
1109 Glynwood Road  
Wapakoneta, Ohio 45895

**Edwin A. Pierce** (0023846)  
Auglaize County Prosecuting Attorney  
Auglaize County Courthouse  
P.O. Box 1992  
Wapakoneta, OH 45895  
419.739.6785  
[epierce@auglaizecounty.org](mailto:epierce@auglaizecounty.org)  
*Attorney for Appellee Auglaize County  
Board of County Commissioners and  
Auglaize County Engineer*

**Terrence G. Stolly** (0073266)  
**Matthew T. Watson** (0096728)  
Thompson, Dunlap & Heydinger, Ltd.  
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Bellefontaine, Ohio 43311-0068  
937.593.6065  
[tstolly@tdhlaw.com](mailto:tstolly@tdhlaw.com)  
[mwatson@tdhlaw.com](mailto:mwatson@tdhlaw.com)  
*Attorneys for Appellee Scott Spallinger*



Now comes Appellant, Elfie Properties, LLC, (the “Appellant”) by and through counsel, and hereby dismisses this action with prejudice. All costs to be paid from the deposit.

Respectfully submitted,

**JAUERT & BURTON LLP**

By \_\_\_\_\_  
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**CERTIFICATE OF SERVICE**

I hereby certify that this \_\_\_\_ day June, 2020, a true copy of the foregoing document has been emailed to the following: Attorney for the Auglaize County Board of Commissioners and the Auglaize County Engineer, Edwin Pierce, at [epierce@auglaizecounty.org](mailto:epierce@auglaizecounty.org); Attorney for the City of Wapakoneta, Grant Neal at [gneal@wapakoneta.net](mailto:gneal@wapakoneta.net); and Attorneys for Scott Spallinger, Terrence Stolly at [tstolly@tdhlaw.com](mailto:tstolly@tdhlaw.com) and Matthew Watson at [mwatson@tdhlaw.com](mailto:mwatson@tdhlaw.com); and mailed by regular United States Mail to Sharon Helmlinger, 1109 Glynwood Road, Wapakoneta, Ohio 45895.

X \_\_\_\_\_  
Taryn A. Douglas, (0095906)  
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Elfie Properties, LLC*