

**IN THE MATTER AUTHORIZING A RENEWAL APPLICATION FOR HEALTHCARE PROFESSIONAL LIABILITY COVERAGE FOR AUGLAIZE ACRES WITH HOMELAND INSURANCE COMPANY OF NEW YORK AND THE AGENT, ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC,**  
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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of October, 2016.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize Acres was presented a client authorization form to bind coverage for long term organization professional and general liability renewal application for the Auglaize Acres facility with Homeland Insurance Company of New York and Arthur J. Gallagher Risk Management Services, Inc. as the insurance agent; and,

**WHEREAS**, this policy period will become effective on 12/1/2016 and remain in effect until December 1, 2017; and,

**WHEREAS**, Arthur J. Gallagher Risk Management Services, Inc. has submitted the renewal application to the Board, on behalf of the Auglaize Acres for its approval and execution.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the long term organization professional and general liability renewal application for the Auglaize Acres facility Homeland Insurance Company of New York and with insurance agent, Arthur J. Gallagher Risk Management Services, Inc. and does authorize Don Regula, President of the Board, to execute said documents.

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

Adopted this  
25th day of  
October, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

ABSENT,  
Douglas A. Spencer

cc: Arthur Gallagher – Kevin Fink

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of October, 2016.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

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

**General Fund:**

**Amount:**

**\$ 10,000.00**

**From:**

**001.1701.53800 (Transfers)**

**To:**

**001.1701.535000 (Non-operating other expense)**

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

Adopted this  
25th day of  
October, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

✓ec: Auditor  
✓County Administrator

**IN THE MATTER OF ACCEPTING THE SETTLEMENT AGREEMENT, AS IT PERTAINS TO THE  
APPEAL ON THE DOORLEY #2 DITCH PROJECT, BETWEEN WILLIAM H. MOELLENKAMP AND  
THE BOARD OF COUNTY COMMISSIONERS OF AUGLAIZE COUNTY, OHIO AND AUGLAIZE  
COUNTY HIGHWAY DEPARTMENT; AUTHORIZING THE EXECUTION OF SAID AGREEMENT.**

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The Board of Auglaize County Commissioners met in regular session on the 25th day of October, 2016.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on November 22, 2013, in the office of the Auglaize County Clerk of Courts, a Notice of Appeal and Statement and the Bond were filed in the matter of the Appeal of the Doorley #2 Single County Ditch petitioned by Michael and Cynthia Szekely and others; and,

**WHEREAS**, said Appeal of the Doorley #2 Single County Ditch Petition, Auglaize County Court of Common Pleas, Case No. 2013-CV-0247 was filed by William H. Moellenkamp through his counsel Greg Flax; 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 Moellenkamp have existing prior to and through this date relating to, arising out of, or otherwise pertaining to the Doorley #2 Ditch; and,

**WHEREAS**, a "Settlement Agreement" between William H. Moellenkamp and the Board of County Commissioners, Auglaize County, Ohio and Auglaize County Highway Department has been drafted, reviewed and approved by all parties involved; and,

**WHEREAS**, said "Settlement Agreement" has been executed by William H. Moellenkamp and the County Highway Department 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 Doorley #2 Single County Ditch Petition, Auglaize County Court of Common Pleas, Case No. 2013-CV-0247, and,

**BE IT FURTHER RESOLVED** that said Board does authorize the President of the Board of Auglaize County Commissioners, Don Regula, 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  
25th day of  
October, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

ABSENT,  
Douglas A. Spencer

cc: County Engineer  
County Prosecuting Attorney  
Flax Law LLC



## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release ("Settlement Agreement") is entered into this 25<sup>th</sup> day of October 2016 by and between William Moellenkamp ("Appellant") and Appellees Auglaize County Ohio Board of County Commissioners (the "Board") and the Auglaize County Highway Department (the "Engineer") (collectively, "Appellees" or the "County").

**WHEREAS**, on November 7, 2013, the Board adopted a resolution finding in favor of a petition (the "Petition") for improvement of Doorley Ditch #2 (the "Improvement"), pursuant to Chapter 6131 of the Ohio Revised Code, and adopting the Engineer's schedules of assessments and damages.

**WHEREAS**, The Improvement includes a waterway and a subsurface drainage tile, which will cross certain real estate and improvements owned by Appellant and identified by the Auglaize County Auditor as Parcel No. G21-028-002-01 ("Appellant's Property").

**WHEREAS**, Appellant filed an appeal in the Auglaize County Court of Common Pleas (Case No. 2013-CV-0247, the "Appeal"), pursuant to Section 6131.25 of the Revised Code, requesting, among other things: that the Petition be dismissed; that the assessments be corrected; and that damages be awarded in his favor.

**WHEREAS**, Appellant and the County wish to resolve this matter without the need for further proceedings.

**NOW, THEREFORE**, in consideration of the mutual covenant and obligations of this Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Within fourteen (14) days following execution of this Settlement Agreement, the County shall make payment to Appellant in the amount of \$12,000.000 (the "Settlement Amount").

2. Within seven (7) days following Appellant's receipt of the Settlement Amount, he shall file a Notice of Dismissal, with the Clerk of Courts, dismissing his Appeal, and all of the claims therein, with prejudice.

3. The County will proceed to accept bids for construction of the Improvement in accordance with R.C. 6131.41. The costs of constructing and maintaining the Improvement will be taxed to, and paid by, all benefitted landowners, including Appellant, in accordance with the schedule of assessments adopted by the Board on November 7, 2013. Neither the Settlement Amount nor any fees and expenses incurred in the Appeal shall be assessed as costs of the Improvement.

4. The County shall request that its contractor notify Appellant at least fourteen (14) days before commencing construction of the Improvement on Appellant's Property. The County shall request that its contractor notify Appellant before disconnecting or severing any water or electric lines on Appellant's Property and promptly repair and/or reconnect any water or electric lines severed or disconnected during construction of the Improvement on Appellant's Property. Water and electrical lines, on Appellant's Property, if damaged during construction of the Improvement and not promptly repaired during such construction, will be repaired at the County's expense. Existing tile lines on Appellant's Property, including the existing main tile, if not properly connected to the new tile during construction of the Improvement, will be connected at the County's expense.

5. Appellant and the County, for themselves and their owners, subsidiaries, affiliates, representatives, partners, officers, directors, shareholders, members, agents, employees, and attorneys, and all of their respective heirs, executors, predecessors, successors, and assigns, completely and forever release and discharge each other and all of their owners, subsidiaries, affiliates, representatives, partners, officers, directors, shareholders, members, agents, employees, and attorneys, and all of their respective heirs, executors, predecessors, successors, and assigns, from any and all actions, claims, suits, demands, causes of action, debts, liability, damages, costs, and expenses, whether known or unknown, of any nature whatsoever, in law or in equity, which relate to the Improvement or the matters at issue in the Appeal. The foregoing release shall not serve to waive or release any of the parties' claims arising under this Settlement Agreement.

6. The terms of this Settlement Agreement represent a compromise and settlement of certain claims, disputes, and demands, and are not intended to be and shall not be construed as admissions of liability of any kind with regard to any such claims, disputes, or demands. The parties to this Settlement Agreement specifically deny any such liability.

7. Each party shall be responsible for paying his/her/its own costs and attorneys' fees incurred in connection with the Appeal. In the event that any party commences legal action to enforce this Settlement Agreement or any terms thereof, the prevailing party in such legal action shall be entitled to recover his/her/its reasonable attorney fees and related court costs and expenses incurred in connection therewith.

8. The laws of the State of Ohio shall govern the validity, performance and enforcement of this Settlement Agreement.

9. The terms of this Settlement Agreement are contractual and not mere recitals. The terms of this Settlement Agreement contain the entire agreement between the parties and all prior promises, inducements, agreements, statements, representations and negotiations are superseded and, to the extent inconsistent herewith, are of no force or effect.

10. This Settlement Agreement may be executed in counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument.

11. The parties agree that the persons executing this Settlement Agreement have the full right and authority to enter into this Settlement Agreement on behalf of the parties hereto and the full right and authority to execute said instruments and to fully bind the parties to the terms and obligations of this Settlement Agreement, and they have not heretofore assigned, encumbered, or in any manner transferred to any person or entity all or any portion of the claims covered by this Settlement Agreement.

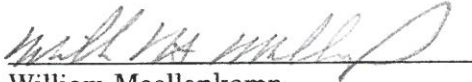
12. Each party agrees to execute such further instruments, documents, or authorizations and to take such other steps as may be necessary or appropriate to give effect to this Settlement Agreement.

13. All provisions of this Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, legal representatives, successors and assigns of the parties to this Settlement Agreement.

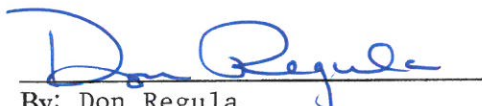
14. The parties agree that the Court shall retain jurisdiction and authority to enforce the terms of this Settlement Agreement.

IN WITNESS WHEREOF, each of the undersigned parties confirms that he/she/it has read the Settlement Agreement and that he/she/it fully understands all of its terms and that he/she/it executed it voluntarily in the full knowledge of its significance.

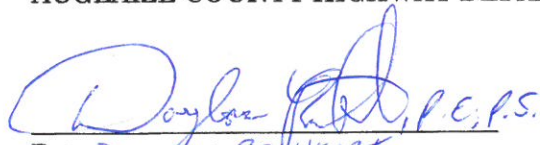
WILLIAM MOELLENKAMP

  
William Moellenkamp

AUGLAIZE COUNTY OHIO  
BOARD OF COUNTY COMMISSIONERS

  
By: Don Regula  
Its: President

AUGLAIZE COUNTY HIGHWAY DEPARTMENT

  
By: DOUGLAS REMHART  
Its: AUGLAIZE COUNTY ENGINEER



**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 25th day of October, 2016.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

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

**GIS Fund:**

**Amount:**

\$ 7,000.00

**From:**

001.1207.530600 (Contract Services)

**To:**

001.1207.530400 (Equipment)

**MVGT Fund:**

\$ 18,000.00

002.0014.510200 (Salary)

002.0013.536400 (Workers Comp)

\$ 25,000.00

002.0014.530401 (Fuel)

002.0014.530500 (Contract Services)

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes 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  
25th day of  
October, 2016

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

ABSENT  
Douglas A. Spencer

cc: ☒ County Auditor  
☒ County Administrator  
☒ Engineer