

**ANNEXATION PETITION
ACKNOWLEDGEMENT OF RECEIPT**

I, Catherine Lettel, Boss Clerk ,
(Print - Name and Title)

do hereby acknowledge receipt of the ANNEXATION PETITION as filed by Todd A. Fleagle,
Agent for the Petitioners, on this 30th day of August, 2011.

Signature: Catherine Lettel

Date: August 30, 2011

PETITION FOR ANNEXATION

(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 Maintenance Agreement is submitted here as Exhibit "D".

The filing fee of \$50.00 is submitted herewith.

Todd Fleagle 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."

Wade Gordon - St. Marys Missionary Baptist Church Dated: 7-20-11

Edna Dean - ST. MARYS MISSIONARY BAPTIST CHURCH Dated: 7-20-11

Chad Lynn - NEW COMMUNITY CHURCH OF ST. MARYS, INC Dated: 7-29-11

John Hirschfeld Dated: 8/3/11

_____ Dated: _____

_____ Dated: _____

**LEGAL DESCRIPTION
PROPOSED ANNEXATION TO THE
CITY OF ST. MARYS, OHIO**

EXHIBIT "A"

Being a part of the East $\frac{1}{2}$ of Section 2, Town 6 South, Range 4 East, St. Marys Township, Auglaize County, Ohio, and being more particularly described as follows:

Beginning at the southeast corner of the northeast quarter of Section 2; thence North $89^{\circ}01'17''$ West, along the south line of the northeast quarter of Section 2, a distance of one thousand three hundred twenty-two and $00/100$ (1,322.00) feet to a point;

Thence, South $01^{\circ}01'53''$ West, a distance of five hundred fifty-eight and $17/100$ (558.17) feet to a point;

Thence, North $88^{\circ}54'25''$ West, a distance of nine hundred thirty-six and $69/100$ (936.69) feet to a point;

Thence, North $01^{\circ}30'40''$ East, a distance of thirty-three and $00/100$ (33.00) feet to a point;

Thence, North $88^{\circ}48'24''$ West, a distance of two hundred fifty-seven and $67/100$ (257.67) feet to a point;

Thence, North $02^{\circ}34'05''$ East, a distance of sixty-four and $42/100$ (64.42) feet to a point;

Thence, North $88^{\circ}48'24''$ West, a distance of one hundred twenty-one and $50/100$ (121.50) feet to a point on the west line of the southeast quarter of Section 2;

Thence, North $00^{\circ}40'54''$ East, along the west line of the southeast quarter of section 2, a distance of two hundred thirty-four and $96/100$ (234.96) feet to a point;

Thence, North $81^{\circ}00'59''$ East, a distance of three hundred ninety-five and $00/100$ (395.00) feet to a point;

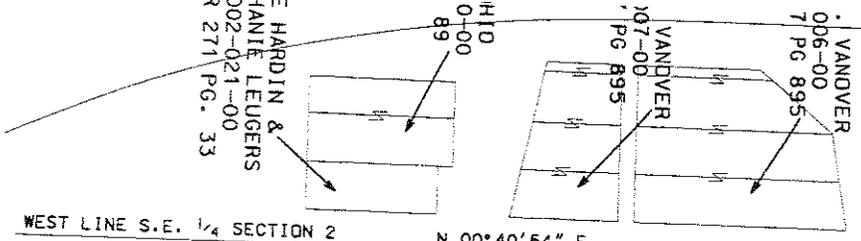
Thence, North $00^{\circ}40'54''$ East, a distance of three hundred and $00/100$ (300.00) feet to a point on the legal centerline of County Road 33-A;

Thence, North $81^{\circ}00'59''$ East, along the legal centerline of County Road 33-A, a distance of nine hundred forty-two and $50/100$ (942.50) feet to a point;

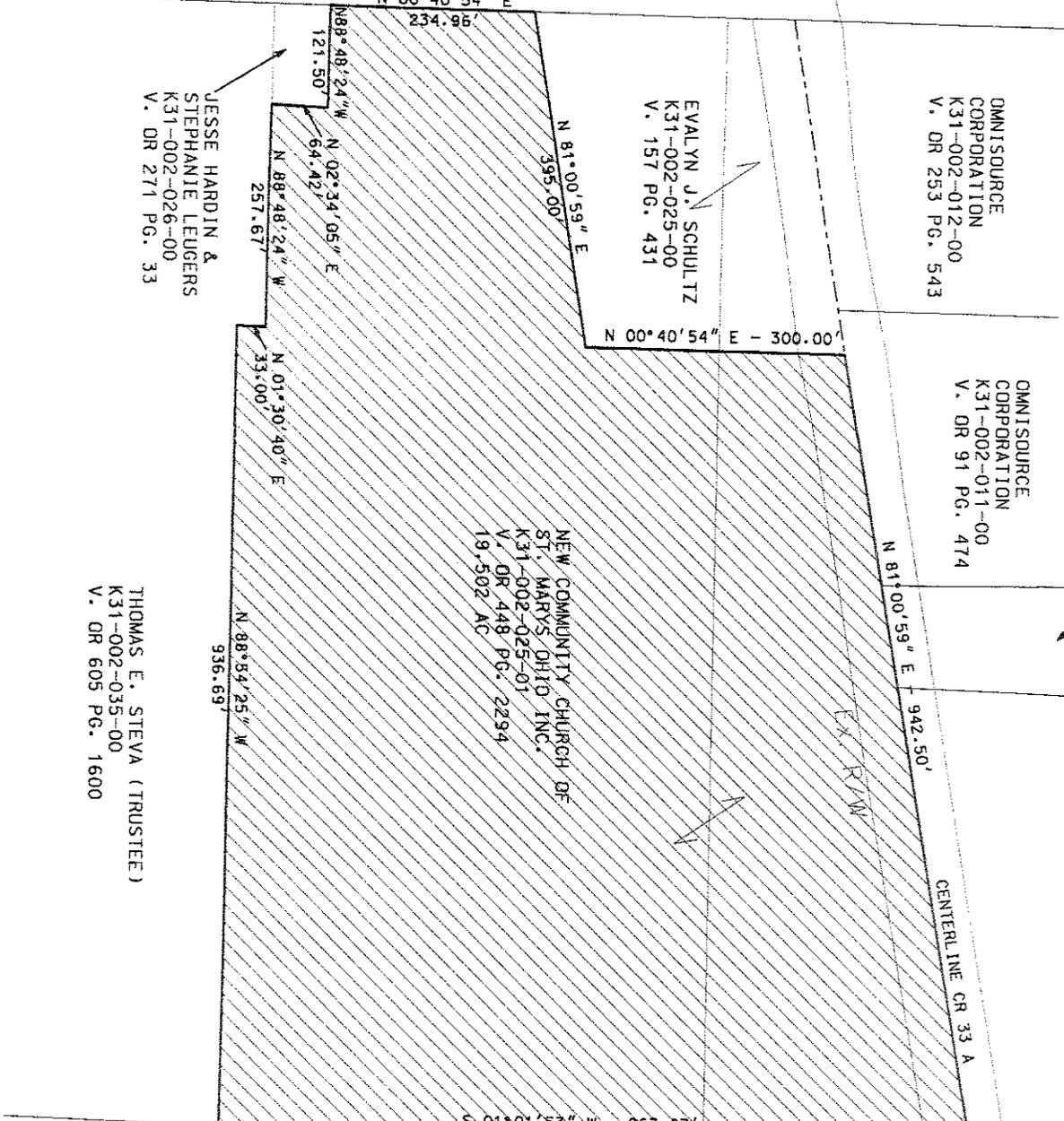
Thence, North $81^{\circ}01'53''$ East, along the legal centerline of County Road 33-A, a distance of one thousand three hundred forty-three and $75/100$ (1,343.75) feet to a point on the east line of the northeast quarter of Section 2;

Thence, South $01^{\circ}10'21''$ West, along the east line of the northeast quarter of Section 2, a distance of five hundred forty and $98/100$ (540.98) feet to the place of beginning.

Containing 32.402 acres of land, more or less.



WEST LINE S.E. 1/4 SECTION 2



EVALYN J. SCHULTZ
K31-002-025-00
V. 157 PG. 431

OMNISOURCE CORPORATION
K31-002-012-00
V. OR 253 PG. 543

JERRY & MELLISSA SHOFFSTALL
K31-002-009-00
V. OR 480 PG. 1317

OMNISOURCE CORPORATION
K31-002-011-00
V. OR 91 PG. 474

OMNISOURCE CORPORATION
K31-002-008-00
V. OR 91 PG. 474

NEW COMMUNITY CHURCH OF ST. MARYS/DHIO INC.
K31-002-025-01
V. OR 448 PG. 2294
19,502 AC

THOMAS E. STEVA (TRUSTEE)
K31-002-035-00
V. OR 605 PG. 1600

JESSE HARDIN & STEPHANIE LEUGERS
K31-002-026-00
V. OR 271 PG. 33

JAY E
K31-0
V. OR

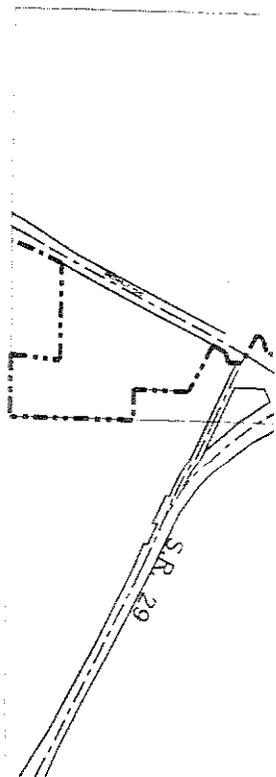
JOHN R. HIRSCH
K31-201-002-00
V. OR 567 PG. 2
6,615 AC

SOUTH LINE N.E. 1/4 SEC
N 89°01'17" W - 802.00'

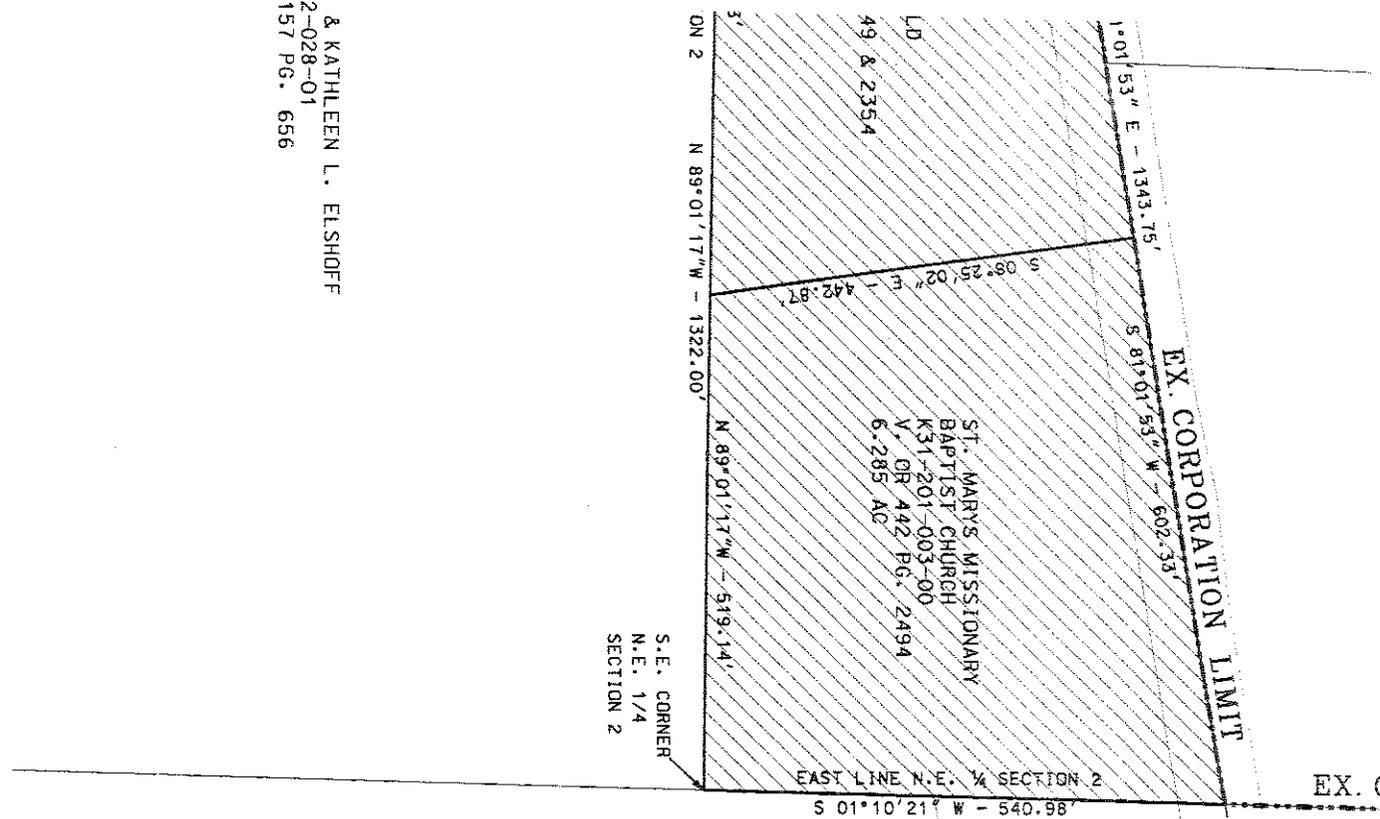
EX. CORPORATIO

EX. R/W

PARKER-HANNIFIN CORPORATION
K32-200-002-00
V. OR 418 PG. 576

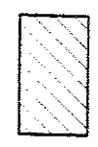


SECTION 2
ST. MARYS TOWNSHIP



MARK & SHIRLEY DUES
 K31-101-015-00
 V. OR 151 PG. 52 & 54

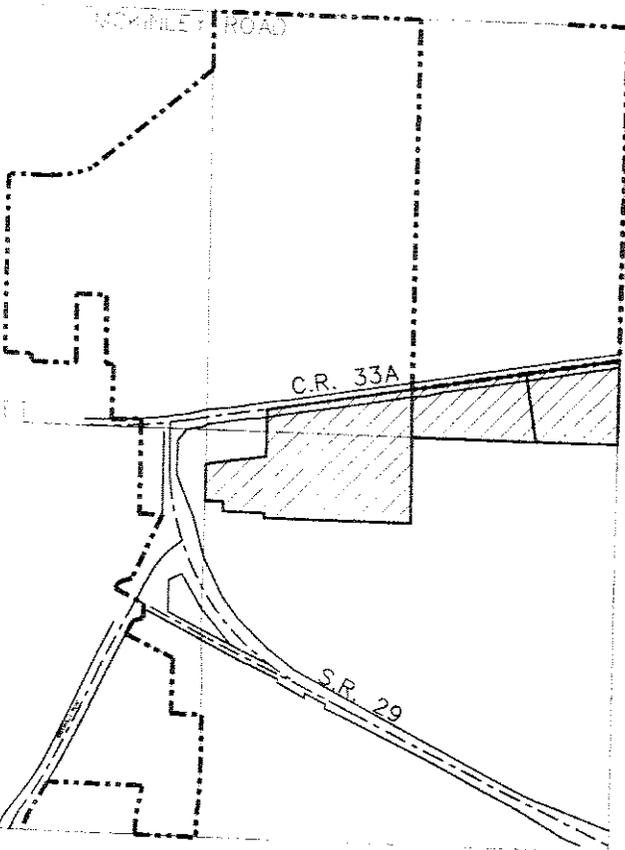
WILLIAM & JOYCE JOHNSON
 (TRUSTEES)
 K31-001-008-00
 V. OR 534 PG. 1610 & 1613



PROPOSED AREA TO
BE ANNEXED

& KATHLEEN L. ELSHOFF
 2-028-01
 157 PG. 656

ST. MARYS



SECTION 2
ST. MARYS TOWNSHIP

EXHIBIT "C"

NEW COMMUNITY CHURCH OF ST. MARYS OHIO INC.; HIRSCHFELD; AND ST. MARYS
MISSIONARY BAPTIST CHURCH ANNEXATION

Name - Owner	Mailing Address	Permanent Parcel #
NEW COMMUNITY CHURCH OF ST. MARYS, OHIO INC. (PETITIONER)	1880 CELINA RD. ST. MARYS, OHIO 45885	K3100202501
JOHN R. HIRSCHFELD (PETITIONER)	3759 LINFIELD LANE LIMA, OHIO 45806	K3120100200
ST. MARYS MISSIONARY BAPTIST CHURCH (PETITIONER)	04990 CR 33A ST. MARYS, OHIO 45885	K3120100300
ADJACENT PROPERTY OWNER(S)		
VERLIN A. VANOVER	1240 HAGER ST. ST. MARYS, OHIO 45885	K3120200600 K3120200700
EVALYN J. SCHULTZ	14222 MOULTON-FT. AMANDA RD. WAPAKONETA, OHIO 45895	K3100202500
JESSE HARDIN & STEPHANIE LEUGERS	1245 HAGER ST. ST. MARYS, OHIO 45885	K3100202100 K3100202600
THOMAS E. STEVA (TRUSTEE)	913 STONEYBROOK DR. ST. MARYS, OHIO 45885	K3100203500
JAY E. & KATHLEEN L. ELSHOFF	13110 ELSHOFF DR. ST. MARYS, OHIO 45885	K3100202801
WILLIAM & JOYCE JOHNSON (TRUSTEES)	1107 LANE AVE. ST. MARYS, OHIO 45885	K3100100800
MARK & SHIRLEY DUES	05012 CR 33A ST. MARYS, OHIO 45885	K3110101500
STEPHANIE PETERSON (TRUSTEE)	05009 CR 33A ST. MARYS, OHIO 45885	K3110101601
PARKER-HANNIFIN CORPORATION	6035 PARKLAND BLVD. CLEVELAND, OHIO 44124	K3220000100 K3220000200
OMINSOURCE CORPORATION	7575 W. JEFFERSON BLVD. FORT WAYNE, INDIANA 46804	K3100200800 K3100201100
JERRY & MELISSA SHOFFSTALL	04615 CR 33A ST. MARYS, OHIO 45885	K3100200900

Exhibit "D"

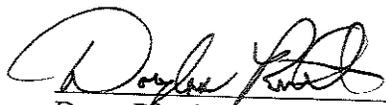
East Spring Street (County Rd. 33A) Maintenance Agreement

The Auglaize County Engineer and the City of St. Marys do hereby cooperatively agree, as a condition for annexation, to the following terms for the future improvements and maintenance for East Spring Street (County Rd. 33A) beginning at the west boundary line of a 19.502 Acre parcel currently owned by New Community Church of St. Marys, Ohio, Inc., Deed Vol. O.R. 448, Pg. 2294, to the east boundary line of a 6.285 Acre parcel currently owned by St. Marys Missionary Baptist Church, Deed Vol. O.R. 442, Pg. 2494, which is the eastern boundary of the proposed 32.402 Acre annexation.

The City of St. Marys agrees to assume their share of all major resurfacing and reconstruction projects of the annexed portion of East Spring Street (County Rd. 33A) beginning at the west boundary line of a 19.502 Acre parcel currently owned by New Community Church of St. Marys, Ohio, Inc., Deed Vol. O.R. 448, Pg. 2294, to the east boundary line of a 6.285 Acre parcel currently owned by St. Marys Missionary Baptist Church, Deed Vol. O.R. 442, Pg. 2494, which is the eastern boundary of the proposed 32.402 Acre annexation.

At no cost to the City of St. Marys, the Auglaize County Engineer does hereby agree to provide snow removal, roadside mowing and minor maintenance on both sides of East Spring Street (County Rd. 33A) beginning at the west boundary line of a 19.502 Acre parcel currently owned by New Community Church of St. Marys, Ohio, Inc., Deed Vol. O.R. 448, Pg. 2294, to the east boundary line of a 6.285 Acre parcel currently owned by St. Marys Missionary Baptist Church, Deed Vol. O.R. 442, Pg. 2494, which is the eastern boundary of the proposed 32.402 Acre annexation. At such point in time that both sides of CR# 33A from this point of annexation to the current corporation limits, totally becomes annexed (both sides of 33A), all major and minor maintenance shall be the responsibility of the City of St. Marys.

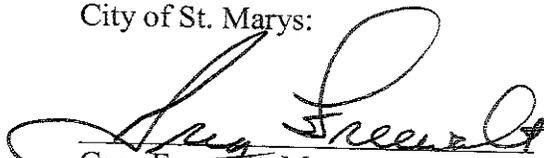
Auglaize County:



Doug Rienhart, Engineer

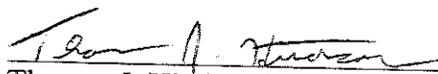
Date: August 26, 2011

City of St. Marys:



Greg Freewalt, Mayor

Date: Aug 25, 2011



Thomas J. Hitchcock, P.E., P.S.
Director of Public Service and Safety

Date: 8-25-11

IN THE MATTER OF AUTHORIZING A MECHANICAL PERFORMANCE CONTRACT FOR PROFESSIONAL SERVICES FOR THE SERVER ROOM AND DISPATCH AREA A/C SYSTEMS OF THE AUGLAIZE COUNTY LAW ENFORCEMENT CENTER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of September, 2011.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, County Administrator Joe Lenhart submitted to the Board of County Commissioners on August 17, 2011 a mechanical performance contract for professional services that will provide improvements for the Law Enforcement Center for the server room and dispatch area a/c systems; and,

WHEREAS, the following improvements are recommended at the Law Enforcement Center:

Scope of Work for IT Room Cooling, 3 ton and for Dispatch Room Cooling, 1 1/2 ton: provide and mount indoor evaporator unit onto wall (will coordinate with existing surface mounted conduits); provide and mount indoor evaporator unit onto wall (will coordinate location with owner); provide and set outdoor condensing unit into attic space; provide and install refrigeration line set between condensing unit and evaporator units; provide wiring and electrical breakers, disconnects required to power the ductless split system; provide and install any low voltage wiring required between units; provide and charge system with refrigerant; provide factory authorized start-up and full operational check of system; provide programming of unit controls; provide training to owner an operation; and all work to be accomplished with current prevailing wage rates. The grand total for all of the above improvements are \$20,195.00

THEREFORE BE IT RESOLVED, that the Board of Auglaize County Commissioners does hereby approve and authorizes the above stated items for the improvements at the Law Enforcement Center as presented by Perfection Group; and,

BE IT FURTHER RESOLVED that said Board directs the Clerk of the Board to encumber \$20,195.00 out of the Permanent Improvement Fund for said contract.

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

Adopted this
1st day of
September, 2011

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: ✓ Perfection Group, Inc. – Al Lindeman
✓ County Administrator
✓ Maintenance – Rick Bice

Perfection Group, Inc.
Mechanical Performance Contract
prepared for:

Server Room and Dispatch Area A/C Systems

Proposal Number: ALL-4C92FE

Proposal Date: 08/17/2011

By:

For:

Perfection Group, Inc.
2649 Commerce Blvd.
Cincinnati, OH 45241
(513) 772-7545

And

Auglaize County Commissioners
1051 Dearbaugh Ave.
Wapakoneta, OH 45895
Joe Lenhart

Hereinafter: Perfection Group,
Inc.

Hereinafter: Customer

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Law Enforcement Center, 1051 Dearbaugh Ave., Wapakoneta, OH

Perfection Group, Inc. WILL PROVIDE THE FOLLOWING TO THE CUSTOMER:
Server Room and Dispatch Area A/C Systems
Base Proposal Amount: \$20,195.00
Perfection Group, Inc. guarantees the price stated in this Proposal for thirty (30) days from Proposal Date above.
Payment terms are twenty-five percent (25%) payable upon agreement acceptance with monthly progress billings. The balance due at project completion.

This proposal is the property of Perfection Group, Inc. and is provided for our Customer's use only. This proposal will become a binding Agreement only after acceptance by Customer and approved by an authorized agent of Perfection Group, Inc. as evidenced by their signature(s) below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Perfection Group, Inc. which is not expressed herein.

PERFECTION GROUP, INC.

CUSTOMER



Signature: Alan L. Lindeman (Sales Representative)

Authorized Representative Signature

JOHN N. BERGMAN BOCC PRESIDENT

Name & Title (Print/Type)

Approval Signature: W. John Albrecht

SEPT. 1, 2011

Date

Date



Proposal Number: ALL-4C92FE

Proposal Date: 08/17/2011

*Services Provided by Perfection Group, Inc. for:
Server Room and Dispatch Area A/C Systems*

SCOPE OF WORK:

Scope of Work (IT Room Cooling, 3 ton)

- Provide and mount indoor evaporator unit onto wall (will coordinate with existing surface mounted conduits)
- Provide and set outdoor condensing unit into attic space
- Provide and install refrigeration line set between condensing unit and evaporator units
- Provide wiring and electrical breakers, disconnects required to power the ductless split system
- Provide and install any low voltage wiring required between units
- Provide and charge system with refrigerant
- Provide factory authorized start-up and full operational check of system
- Provide programming of unit controls
- Provide training to owner on operation
- All work to be accomplished with current prevailing wage rates

Scope of Work (Dispatch Room Cooling, 1 1/2 ton)

- Provide and mount indoor evaporator unit onto wall (will coordinate location with owner)
- Provide and set outdoor condensing unit into attic space
- Provide and install refrigeration line set between condensing unit and evaporator units
- Provide wiring and electrical breakers, disconnects required to power the ductless split system
- Provide and install any low voltage wiring required between units
- Provide and charge system with refrigerant
- Provide factory authorized start-up and full operational check of system
- Provide programming of unit controls
- Provide training to owner on operation
- All work to be accomplished with current prevailing wage rates

The services above are governed by the terms and conditions of this proposal.



Proposal Number: ALL-4C92FE

Proposal Date: 08/17/2011

Perfection Group, Inc. Terms and Conditions

1. Customer shall permit Perfection Group, Inc. free and timely access to areas and equipment, and allow Perfection Group, Inc. to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Perfection Group, Inc.'s normal working hours.
2. Perfection Group, Inc. warrants that the workmanship hereunder shall be free from defects for one (1) year from date of start - up. If any replacement part or item of equipment proves defective, Perfection Group, Inc. will extend to Customer the benefits of any warranty Perfection Group, Inc. has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Perfection Group, Inc.'s expense during the one (1) year warranty. This warranty does not include routine maintenance, e.g.: equipment cleaning, mechanical parts lubrication, testing, belt adjustment, etc., which can be purchased from Perfection Group, Inc. at a discount during the warranty period. The warranty also does not include repair or replacement of equipment damaged by voltage fluctuations, misuse, lack of proper maintenance, lightning or other acts of nature.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Perfection Group, Inc. may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Perfection Group, Inc.'s rates then in effect) over the sum stated in this Agreement.
5. In the event Perfection Group, Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Perfection Group, Inc. all court costs and attorneys' fees incurred by Perfection Group, Inc..
6. Any legal action against Perfection Group, Inc. relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
7. Perfection Group, Inc. shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Perfection Group, Inc.'s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
8. ~~To the fullest extent permitted by law, Customer shall indemnify and hold harmless Perfection Group, Inc., its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Perfection Group, Inc., anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Perfection Group, Inc..~~
9. Customer shall make available to Perfection Group, Inc.'s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
10. Perfection Group, Inc.'s obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Perfection Group, Inc.'s sole obligation will be to notify the Owner of their findings. Perfection Group, Inc. shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Perfection Group, Inc. expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or damage to the customer's facility, arising out of or in connection with Perfection Group, Inc.'s work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, harbor, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
11. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL PERFECTION GROUP, INC. BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
12. Customer shall provide and have in force during all phases of the work, a Builders Risk Insurance policy.
13. Perfection Group, Inc. shall not be liable for any liquidated damages except those caused by Perfection Group, Inc..

IN THE MATTER OF APPOINTING DAVID REICHELDERFER AS REPRESENTATIVE FOR THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT TO THE ORGANIZATION OF SOLID WASTE DISTRICTS OF OHIO.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of September, 2011

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Solid Waste Management District has been a member of the Organization of Solid Waste District of Ohio (OSWADO) for many years; and,

WHEREAS, David Reichelderfer, Solid Waste Coordinator for the Auglaize County District met with the Board of County Commissioners which acts as the Board of Directors for the Auglaize County Solid Waste Management District, stating that he is willing, as in the past, to act as the District's representative to OSWADO.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby appoint David Reichelderfer to serve as the representative to OSWADO on behalf of the Auglaize County Solid Waste Management District.

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

Adopted this
1st day of
September, 2011

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, ye
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: Solid Waste Coordinator – David Reichelderfer

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR SEPTEMBER.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of September, 2011.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to pay the county's mandated share of Public Assistance for September.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

From: 001-0905-533500 – Public Assistance Grant
Amount: \$ 7,885.42
To: 006-0400-400101 – Public Assistance

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

Adopted this 1st day
of September, 2011

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
Jobs & Family Services

IN THE MATTER OF AUTHORIZING CHANGE ORDER #3 TO THE CONTRACT WITH KOESTER ELECTRIC, INC. FOR PROFESSIONAL SERVICES FOR THE ELECTRIC PORTION OF THE AUGLAIZE COUNTY COURTHOUSE RENOVATION PROJECT; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AMENDMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of September, 2011.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on January 11, 2011, in Resolution #11-012, the Board of County Commissioners executed a contract with Koester Electric, Inc. for the electrical portion for the Auglaize County Courthouse Renovation Project. Koester Electric, Inc. has stated in the contract that the base amount for the electrical portion of the Courthouse Renovation Project is \$1,184,000.00 and decrease contract with Change Order #1 dated May 5, 2011 by \$14, 165.50 and Change Order #2 dated June 16, 2011 by \$420.20; and,

WHEREAS, to furnish and install all necessary labor and material to add microphone cabling and boxes for a total amount of \$9,003.00; and,

WHEREAS, the total increase for the changes stated above for Change Order #3 is \$9,003.00; and

WHEREAS, the Board of County Commissioners has agreed to this increase; and,

WHEREAS, a Change Order #3 has been prepared by Koester Electric, Inc. reflecting above mentioned fee increase; same is to be executed by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Change Order #3 for the contract with Koester Electric, Inc. for the electric portion of the Court House Renovation Project; and,

BE IT FURTHER RESOLVED that President of the Board is hereby authorized to execute said Change Order #3 as presented by Koester Electric, Inc., thereby increasing said contract by \$9,003.00 to a total of \$1,178,117.30.

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

Adopted this
1st day of
September, 2011

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: Koester Electric, Inc.
Garman/Miller



AIA[®]

Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Renovations to the Auglaize County Courthouse	CHANGE ORDER NUMBER: 003 DATE: August 10, 2011	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Koester Electric, Inc. P.O. Box 125 1000 N. Second Street Coldwater, Ohio 45828	ARCHITECT'S PROJECT NUMBER: 10015.0 CONTRACT DATE: January 11, 2011 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- 1.) Furnish and install all necessary labor and material to:
 - a. Add microphone cabling and boxes per PR #12. Add \$9,003.00

TOTAL CHANGE: \$9,003.00

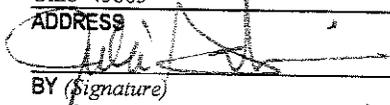
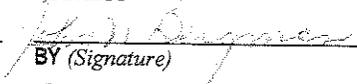
The original Contract Sum was	\$ 1,184,000.00
The net change by previously authorized Change Orders	\$ -14,885.70
The Contract Sum prior to this Change Order was	\$ 1,169,114.30
The Contract Sum will be increased by this Change Order in the amount of	\$ 9,003.00
The new Contract Sum including this Change Order will be	\$ 1,178,117.30

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 27, 2012.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Garmann-Miller & Associates, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>Koester Electric, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Auglaize County Commissioners</u> OWNER <i>(Firm name)</i>
38 S. Lincoln Drive, P.O. Box 71, Minster, Ohio 45865 ADDRESS	P.O. Box 125, 1000 N. Second Street, Coldwater, Ohio 45828 ADDRESS	209 S. Blackhoof- Room 201, Wapakoneta, Ohio 45895 ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
Julie Sabouin <i>(Typed name)</i>	Michael Koester <i>(Typed name)</i>	John R. Burgman <i>(Typed name)</i>
22 AUG 2011 DATE	8/12/11 DATE	9/1/11 DATE

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO MAKE PERMANENT DITCH MAINTENANCE ASSESSMENTS TO DITCH FUNDS AS DIRECTED BY THE COUNTY ENGINEER.

The Board of Auglaize County Commissioners met in regular session on the 1st day of September, 2011.

Commissioner Spencer made the motion to adopt of the following:

RESOLUTION

WHEREAS, Doug Reinhart, County Engineer submitted a letter to the Board of County Commissioners requesting that the Board certify the following ditch maintenance assessments percentages to the Auglaize County Auditor, which are to be included in the next succeeding real estate tax collection; and,

WHEREAS, these maintenance assessments are needed to replenish each ditch maintenance fund for past, present and future maintenance work:

<u>DITCH NAME</u>	<u>DITCH MAINTENANCE ACCOUNT NUMBER</u>	<u>PERCENTAGE OF ORIGINAL ASSESSMENT TO BE LEVIED</u>	<u>YEAR OF ORIGINAL CONSTRUCTION</u>
Bailey	400	6%	1974
Barnes	401	6%	1973
Blackhoof Creek	403	15%	1975
Brackney	405	6%	1980
Craft #1	410	6%	1975
Doering	414	15%	1975
Doshe	415	15%	1976
Emerson	416	15%	1976
Frazier #2	418	15%	1970
Gutman #1	420	6%	1982
Haufhaus	421	10%	1980
Heidt	422	15%	1960
Hemmert	424	10%	1979
Howell	425	8%	1980
Grubs	428	10%	1987
Kaiser	429	15%	1983
Kaufman	430	15%	1973
Warner	432	6%	2002
Hengstler	433	6%	1987
Klosterman	434	15%	1977
Lhamon	436	15%	1975
McName-Petesen Br.	437	15%	1973
McName-Phillips Br.	438	15%	1972
Metz	439	10%	1969
Moeller	440	10%	1981
Porter-Lateral	444	10%	1982
Potts	445	15%	1979
Pusheta	446	6%	1978
Reichelderfer	449	10%	1968
Ritchie #1	450	10%	1973
St. Joe	453	15%	1960
Shaffer	457	10%	1980
Six Mile	459	15%	1960
Sprague	460	10%	1959
Spray	461	10%	1969
Swartz Joint (Logan)	462	10%	1976
Thrush	463	10%	1982
Werner #1	468	10%	1978
Wirewille	470	10%	1983
Wright #1	471	15%	1960
Wuebker	472	10%	1980
Herbst	474	15%	1983
Fledderjohann	476	15%	1984
Kaeck	479	6%	1983
McCune	480	15%	1984
Clause	485	10%	1985
Geiger-Doseck	486	10%	1985
Muchinnippi	487	6%	1983
Simms-Minnich	489	6%	1985
Swartz Joint w/Van Wert	490	15%	1984

Resolution – continued
 Percentage for Ditch Maintenance Assessments
 September 1, 2011

Doorley	493	6%	1986
Bayshore	497	10%	1986
Haberkamp	498	10%	1986
Werner No. 2	707	6%	1987
Wissman No. 1	716	15%	1989
Trotter	719	15%	1990
Akers	724	6%	1991
Wallace Fork No. 2	728	10%	1994
Krites	732	10%	1992
Pond View Estates	733	20%	1992
Kanpke	735	6%	1992
Egley	736	6%	1993
Eisert	737	15%	1992
Doseck	740	10%	1993
Price	741	10%	1992
Santomieri	747	10%	1994
Kellermeyer	753	15%	1995
Schaub	757	10%	1996
Huffman Run #2	762	6%	1997
Kerr	765	10%	1997
Schaub-Helmlinger	770	6%	1998
Prairie Creek	773	10%	1998
Huenke	774	6%	1999
Kilger	776	10%	1999
Kohler No. 1	790	10%	2001
Kohler No. 2	791	10%	2001
Kohler No. 3	792	10%	2001
St. Marys River	799	10%	1996
Cook No. 2	805	15%	2003
Stoner	838	6%	2008
Zink	839	4%	2008

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the County Auditor to make the ditch maintenances assessments as before listed.

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

Adopted this
 1st day of
 September, 2011

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 Auditor

