

County Commissioners Office
Auglaize County, Ohio
December 1, 2016

NO. 16-419

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2016.

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>
410255	\$ 750.00	West Central Ohio Regional Healthcare Alliance
410273	\$ 5,069.44	McKesson
410274	\$ 150.00	Randal L Knuck
410287	\$ 413.11	U.S. Bank

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

Adopted this
1st day
December, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Don Regula


John N. Bergman


Douglas A. Spencer

 cc: County Auditor

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested by Judge Mark Spees to increase the 2016 Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, the Marriage Licenses Fund:

Increase 007.0037.537900 (Marriage Licenses) by \$421.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2016 Annual Appropriation Resolution to be amended to show the increase as tabulated above.

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

Adopted this
1st day of
December, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: County Auditor
County Administrator
Judge Mark Spees

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

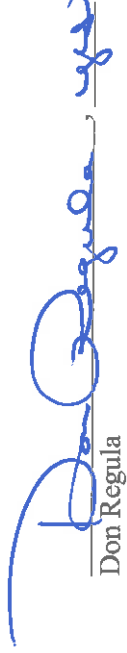
<u>County Home Fund:</u>			
Amount:	From:	To:	
\$120,000.00	097.0097.510200 (Employee Salary)	097.0097.530600 (Contract Services)	
<u>Clerk of Courts Fund:</u>			
Amount:	From:	To:	
\$ 1,000.00	001.0208.530700 (Travel)	001.0208.530900 (Other Expenses)	
<u>MVGT Fund:</u>			
Amount:	From:	To:	
\$ 3,500.00	002.0014.530401 (Gas)	002.0013.530900 (Training)	
\$ 2,200.00	002.0014.530401 (Gas)	002.0013.530700 (Travel)	

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 Bergman 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
December, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Don Regula


John N. Bergman


Douglas A. Spencer

cc: County Auditor
✓ Auglaize Acres
✓ Clerk of Courts
✓ Engineer

IN THE MATTER OF AUTHORIZING AN ANNUAL INSPECTION BY SECURCOM OF THE FIRE ALARM SYSTEM FOR ST. MARYS MUNICIPAL COURT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, SecurCom has informed the Board of County Commissioners that it is necessary to perform an annual inspection of the fire alarm system installed in the St. Marys Municipal Court; and,

WHEREAS, a quotation has been submitted to the Board by SecurCom to perform a complete inspection pursuant to the Ohio Revised Code and NFPA Code which is based upon the devices/equipment listed in quotation but does not include any costs for repairs found necessary which are not covered by warranty; and,

WHEREAS, after completion of the inspection, SecurCom will provide the County with proper documentation and an inspection report which is necessary for the County's records as proof of inspection/testing for the local Fire Department; and,

WHEREAS, the cost of this offered fire alarm inspection by SecurCom is quoted at \$251.60.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board of the Board of Auglaize County Commissioners to execute the quote for the fire alarm system inspection by SecurCom as quoted; and,

BE IT FURTHER RESOLVED that the Board directs the Clerk of the Board to encumber \$251.60 to SecurCom for payment of above authorized inspection.

Commissioner Bergman 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
December, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: SecurCom
Maintenance Supervisor – Rick Bice
Clerk of the Board

County Commissioners Office
Auglaize County, Ohio
December 1, 2016

No. 16-423

IN THE MATTER OF AUTHORIZING THE LEASE OF A KONICA MINOLTA BIZHUB 284E BLACK AND WHITE PRINTER/COPIER FROM PERRYPROTECH.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, PerryproTech presented an analysis to the Board of County Commissioners for a lease or outright purchase of the systems; and,

WHEREAS, the Auglaize County Board of Elections is in need of new system a Konica Minolta Bizhub 284e black and white Printer/Copier System be leased for use in this office at the monthly cost of \$169.00 for a five year period.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize a 0% 60 Month Fair Market Value Lease agreement between said Board and PerryproTech for a Konica Minolta Bizhub 284e black and white Printer/Copier System at the cost of \$169.00 per month; and,

BE IT FURTHER RESOLVED that said Board does authorize the execution of the necessary documents and agreement between PerryproTech and the Board of Auglaize County Commissioners for the lease of the above mentioned duplicating system.

Commissioner Bergman 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
December, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE-COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc/ PerryproTech
Board of Elections

QUICK AGREEMENT

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Perry proTECH.

CUSTOMER INFORMATION

FULL LEGAL NAME
 COUNTY OF AUGLAIZE
 CITY Wapakoneta STATE OH ZIP 45895-1983
 STREET ADDRESS 209 S Blackhoof St
 PHONE 4197396710 FAX 4197396711
 BILLING NAME (IF DIFFERENT FROM ABOVE) 209 S Blackhoof St
 E-MAIL
 CITY Wapakoneta STATE OH ZIP 45895-1983
 EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
 Auglaize Co Board of Elections, 209 S Blackhoof St Room 205 Wapakoneta OH 45895-1971

EQUIPMENT DESCRIPTION

See the attached Schedule "A" See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

The lease contract payment ("Payment") period is monthly unless otherwise indicated ** plus applicable taxes*
 Term **60** months **60** Payments* of \$ **169.00**
 Payment includes **6,000 B&W** clicks per month
 Excess Click Charge billed monthly at \$ **0.011400** per B&W click*

_____ By initialing here, you agree that service and supplies are not included in this Agreement

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the current market value of the Equipment. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED, ASSIGNED OR TERMINATED.

LESSOR ACCEPTANCE

Perry proTECH

LESSOR	SIGNATURE	TITLE	DATED
		President	12/1/2016

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Upon signing below, your promises here in will be irrevocable and unconditional in all respects.

COUNTY OF AUGLAIZE

FULL LEGAL NAME OF CUSTOMER (as referenced above)

FEDERAL TAX I.D. # 34-6400073

PRINT NAME Don Regula

TITLE President

CONTINUING GUARANTEE

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligation arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete, and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this Guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Owner or Owner's assignee related to this Guaranty and the Agreement. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

COUNTY OF AUGLAIZE

CUSTOMER (as referenced above)

SIGNATURE

President

TITLE

C001017

Page 1 of 2

DATE OF DELIVERY

Rev. 04/01/2016

1. AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Licensed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certificate) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you and the commencement date in an amount equal to 1/30th of the Payment. You agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date in an amount equal to 1/30th of the Payment. This Agreement will automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

2. BIRTH, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums received from you, to any amounts due and owed to us under the terms of this Agreement or any other agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or 1% less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition, any amounts owed, an early termination fee equal to 5% of the price of the Equipment.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order; in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your evidence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us, and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates of other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) source property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you could get if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. You must notify us within 30 days if you reacquire or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, disavows or terminates evidence; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each other overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, irrevocably and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY BREACH OF THIS AGREEMENT.** Any duty or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the business or scanned transmission of the documents. The original of the Agreement shall be the copy which bears your facsimile or original signature, and which bears our original signature. By providing any telephone number, now or in the future, for a call phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ACCURACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

9. LAW, JURY WAIVER: Assurances, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, excess consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

10. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile maintenance is provided during normal business hours and includes inspection, adjustment, parts replacement and cleaning required for proper operation. Facsimile drums and toner cartridges must be purchased separately. Color toner and developer, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. A click is defined as an imaged one-sided sheet of 8.5" x 11" sheet of paper or smaller. When toner is part of this contract, we agree to provide toner(s) in sufficient quantities as it relates to your usage, and the manufacturers published yields which are based on 6% page coverage of toner to page ratio for black and white and 20% page coverage of toner to page ratio for full color. In the event overall toner use exceeds this, excess of toner expenses may be billed to you. Unused supplies remain the property of the Lessor and must be returned or paid for at the conclusion of this Agreement.

11. EXCESS CHARGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures including, but not limited to, providing us with monthly meter readings on the Equipment to Perry PROTECH. You can submit your meter readings through the web at <http://perryprotech.com> or by fax at 415-524-8128. For networked machines, Perry PROTECH will provide "Automated Meter Collection" (AMC) software to automatically report meter readings. ALL METER OVERRAGES BILLED BY PERRY PROTECH SHALL BE PAID WHEN DUE. If you fail to provide meter readings in a timely fashion, Perry PROTECH, at its discretion, may estimate all necessary meter readings. If you dispute invoices generated from estimated meter reads and re-billing for actual meter reads is required by you, you may be assessed an administrative fee for each meter affected. Meter readings may be obtained remotely under certain circumstances and you consent to our ability to obtain remote meter readings. At the end of the first year of this Agreement and once each successive twelve-month period, the Payment and the Excess Click Charges may be increased by a maximum of 15% of the then existing payment or charge. Clicks made on equipment marked as not financed under this Agreement will be included in determining your click and excess charges. We will also review your scan meter. If your scan meter exceeds your output (click) meter, you may be charged additionally for excessive scan meter usage. A "scan" is defined as the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device.

12. UPGRADE AND DOWNGRADE PROVISIONS: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR CLICK VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

APPLICATION NO.	AGREEMENT NO.
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QUICK AGREEMENT

SCHEDULE A

This Schedule "A" is to be attached to and become part of the Equipment Description for the Agreement dated _____ by and between the undersigned and **Perry proTECH**.

EQUIPMENT DESCRIPTION

MAKE / MODEL / ACCESSORIES

Konica / **A61G011** / Bizhub 284e B&W Mfp

NOT FINANCED UNDER

THIS AGREEMENT

SERIAL NO.

STARTING METER

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

COUNTY OF AUGLAIZE

X 

SIGNATURE

President

TITLE

12/1/2016

DATED

County Commissioners Office
Auglaize County, Ohio
December 1, 2016

No. 16-424

IN THE MATTER OF AUTHORIZING THE COMMERCIAL LEASE AGREEMENT BETWEEN AUGLAIZE INDUSTRIES, INCORPORATED AND THE AUGLAIZE COUNTY COMMISSIONERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, a commercial lease agreement between the Board of Auglaize County Commissioners (Lessor) and Auglaize Industries, Incorporated (Tenant) and terms of said lease are agreeable for the county owned property located in Village of New Bremen, State of Ohio consisting of: (1) that property with a common address of 330 W. Boesel Avenue consisting of approximately 2.387 acres and identified as Parcel ID C1002204600 and (2) that certain open lot consisting of approximately 1.103 acres and identified as Parcel ID C1002200301, (collectively the "Real Property"), upon the following terms and conditions; and,

WHEREAS, said lease agreement will be for three years, commencing **January 1, 2017** and terminating **December 31, 2019**. The annual rental agreement for the three term of the Lease shall be as follows:

Months	Annual Rent
January 1, 2017 – December 31, 2017	\$48,320.00
January 1, 2018 – December 31, 2018	\$54,360.00
January 1, 2019 – December 31, 2019	\$60,400.00

- Payments are payable in equal installments in advance on the first day of each month for that month's rental, during the term of this Lease. All rental payment shall be made to Lessor.
- During the lease term, Tenant shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundation, which shall be maintained by Lessor.
- Tenant shall also maintain in good condition such portions adjacent to the Real Property, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor. Such maintenance shall include snow removal and lawn care.
- Tenant shall be responsible for providing for its own janitorial services within the Real Property.
- If repair or maintenance item is over Ten Thousand Dollars and No Cents (\$10,000.00), at the request of the Tenant, Lessor and Tenant shall meet to discuss the repair or maintenance item and potential cost sharing for the project.
- No alteration shall be made without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
- Tenant shall have the right to install and operate, at is sole cost and expense, any sign or signs on the Real Property which shall not be in violation of any law, statute or ordinance.
- Tenant shall not assign this Lease or sublet a portion of the Real Property without the prior written consent of the Lessor, which shall be in the Lessors sole discretion.
- Tenant shall promptly pay or cause to be paid all charges incurred for all utility services furnished to the Real Property.
- Tenant shall permit Lessor or Lessor's agents to enter upon the Real Property during normal business hours and upon at least 48 hour notice, for the purpose of inspecting the same.
- Tenant shall a policy of comprehensive public liability insurance having limits of not less than \$500,000 for bodily injury or death to one person, \$500,000 for bodily injuries or death arising out of one occurrence, and \$200,000 for property damage.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the lease agreement with Auglaize Industries for the Real Property at the terms so stated above; and,

BE IT FUTHER RESOLVED, that the Board of County Commissioners does authorize the President of the Board to execute said lease agreement; and,

BE IT STILL FURTHER RESOLVED that an executed copy of this agreement will be hereto attached and thus become a part of this resolution.

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

Adopted this
1st day of
December, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

/ cc: Auglaize Industries, Incorporated

Commercial Lease Agreement

This Commercial Lease Agreement is entered into as of the 1st day of December, 2016 by and between the Auglaize County Commissioners (“*Lessor*”) and Auglaize Industries, Incorporated (“*Tenant*”). Tenant hereby offers to lease from Lessor the real property located in the Village of New Bremen, State of Ohio consisting of: (1) that property with a common address of 330 W. Boesel Avenue consisting of approximately 2.387 acres and identified as Parcel ID C1002204600 and (2) that certain open lot consisting of approximately 1.103 acres and identified as Parcel ID C1002200301, (collectively the “*Real Property*”), upon the following terms and conditions. The legal description of the Real Property is attached hereto as Exhibit A. (This document shall hereafter be referred to as the “*Lease*”).

Terms and Conditions

1. **Term and Rent.** Lessor leases to Tenant the above Real Property for a term of three years, commencing January 1, 2017, and terminating on December 31, 2019, or sooner as provided herein. The annual rental agreement for the term of the Lease shall be as follows:

Months	Annual Rent
January 1, 2017 – December 31, 2017	\$48,320.00
January 1, 2018 – December 31, 2018	\$54,360.00
January 1, 2019 – December 31, 2019	\$60,400.00

Payments are payable in equal installments in advance on the first day of each month for that month’s rental, during the term of this Lease. All rental payments shall be made to Lessor at the address specified below.

2. **Use.** Tenant’s use of the Real Property shall be in a lawful, careful, safe, and proper manner, and Tenant shall carefully preserve, protect, control and guard the same from damage. Tenant shall not use the parking area or the ingress and egress area of the Real Property in an unreasonable manner so as to interfere with the normal flow of traffic or the use of such areas by occupants of properties adjacent to the Real Property. Tenant shall use and occupy the Real Property for the commercial purpose of providing adult day services for residents of Auglaize County, Ohio who have developmental disabilities. The Real Property shall be used for no other purpose.
3. **Care and Maintenance of Real Property.** Tenant acknowledges that the Real Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times subject to Section 3.d., maintain the Real Property in good and safe condition, including windows, electrical wiring, plumbing and heating installations and any other system or equipment upon the Real Property and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. All repair and maintenance work shall be done in accordance with the then existing federal, state, and local laws, regulations and ordinances pertaining thereto.
- a. Tenant shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundation, which shall be maintained by Lessor.

b. Tenant shall also maintain in good condition such portions adjacent to the Real Property, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor. Such maintenance shall include snow removal and lawn care.

c. Tenant shall be responsible for providing for its own janitorial services within the Real Property.

d. If a repair or maintenance item is over Ten Thousand Dollars and No Cents (\$10,000.00), at the request of the Tenant, Lessor and Tenant shall meet to discuss the repair or maintenance item and potential cost sharing for the project.

4. **Termination of Lease.** The parties acknowledge Tenant is in the process of transitioning into privatization from the Auglaize County Board of Developmental Disabilities and this Lease is the first lease Tenant has been subject to since its inception. As a result of unforeseen circumstances regarding revenue shortfalls, Tenant shall have the option to terminate this Lease by giving 60 days written notice to Lessor at its address stated herein.

5. **Alterations.** Tenant shall have the right to make, at no expense to Lessor, improvements, alterations, or additions (hereinafter collectively referred to as "*Alteration*") to the Real Property, whether structural or nonstructural, interior or exterior, provided that:

a. no Alteration shall be made without the prior written consent of Lessor, which consent shall not be unreasonably withheld;

b. no Alteration shall reduce or otherwise impair the value of the Real Property;

c. no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such Alteration;

d. any Alteration shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits;

e. Tenant shall hold Lessor harmless from and against any liens and claims for work, labor, or materials supplied to the Real Property at the direction of Tenant, and in the event that any such liens or claims shall be filed for work, labor or materials supplied to the Real Property at the direction of Tenant, Tenant shall, at Lessor's option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of Lessor in an amount not less than the amount of the lien or claim being filed; and

f. any Alteration shall become and remain the property of Lessor unless Lessor otherwise agrees in writing.

6. **Signs.** Tenant shall have the right to install and operate, at its sole cost and expense, any sign or signs on the Real Property which shall not be in violation of any law, statute or ordinance, and Tenant shall have the right to remove the same, provided that Tenant must repair any damage to the Real Property caused by such removal.
7. **Compliance with Laws.** If any law, ordinance, order, rule or regulation is passed or enacted by any governmental agency or department having jurisdiction over the Real Property or Tenant's use of the same which requires Tenant to modify or alter its operations or use of the Real Property, this Lease shall in no way be affected and Tenant shall, at its sole cost and expense, promptly comply with such law, ordinance, order, rule, or regulation.
8. **Assignment and Subletting.** Tenant shall not assign this Lease or sublet any portion of the Real Property without the prior written consent of the Lessor, which shall be in the Lessors sole discretion. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, Lessor may terminate this Lease.
9. **Utilities.** Tenant shall promptly pay or cause to be paid all charges incurred for all utility services furnished to the Real Property, including without limitation, telephone service, sanitary sewer, water, natural gas, and electricity. Tenant shall also provide all replacement light bulbs and tubes and pay for all maintenance of all utilities during the lease term and any extension thereof. Lessor does not warrant that any of the utility services above-mentioned will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, lockouts, picketing (whether legal or illegal), accidents, inability of Lessor to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of Lessor. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Real Property, or any part thereof, or render Lessor liable to Tenant for damages, or relieve Tenant from the performance of Tenant's obligations under this Lease. Lessor shall have no responsibility or liability for the failure of any public or private utility to supply sufficient or adequate utility services to the Real Property.
10. **Entry and Inspection.** Tenant shall permit Lessor or Lessor's agents to enter upon the Real Property during normal business hours and upon at least 48 hour notice, for the purpose of inspecting the same.
11. **Indemnification of Lessor and Insurance.** Tenant shall indemnify Lessor for, defend Lessor against, and save Lessor harmless from any liability, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property on or about the Real Property resulting from the use, misuse, occupancy, possession, or unoccupancy of the Real Property by Tenant, its agents, employees, licensees, invitees or guests. Lessor shall not have any liability for any loss, cost, injury or damage to the Real Property, to Tenant or Tenant's employees, agents, licensees, invitees or guests or to any property of such persons. Except as set forth herein, Lessor shall not be responsible or liable for loss or damage to the contents of any improvements on the Real Property,

regardless of who owns the contents and regardless of how or by whom the loss or damage is caused.

At its sole cost and expense, Tenant shall obtain and thereafter maintain in full force and effect, at all times during the lease term and any extension thereof, the following insurance with respect to the Real Property:

- a. comprehensive public liability insurance having limits of not less than \$500,000 for bodily injury or death to one person, \$500,000 for bodily injuries or death arising out of one occurrence, and \$200,000 for property damage;
- b. Each insurance policy furnished under this Section shall be issued by a responsible insurance company acceptable to Lessor which company shall be authorized to do business in Ohio, and such insurance coverage may be written under a blanket policy or policies obtained by Tenant, which policy or policies may include other real estate owned or leased by Tenant. Lessor and Tenant shall all be named as insured parties in each such insurance policy, and each policy shall provide for written notice to Lessor at least ten days prior to any cancellation, modification, or lapse thereof. Tenant shall furnish Lessor with memorandum copies of such insurance policies prior to the commencement of the lease term.

The Lessor shall continue to maintain fire and extended coverage insurance at levels currently in place on the Real Property.

12. Destruction of Real Property. If by fire or other casualty the Real Property is destroyed or damaged to the extent that Tenant is deprived of occupancy or use of the Real Property (meaning such destruction cannot be repaired or restored within 120 days of the occurrence of the fire or other casualty Lessor may elect to:

- a. cause the restoration of the Real Property to substantially the same condition as existed before such damage or destruction; or
- b. cancel this Lease as of the date of such fire or casualty by giving written notice to Tenant not more than 30 days thereafter. Should Lessor elect to proceed under (a), above, rent shall abate unless Tenant continues to partially occupy the Real Property in which case Tenant shall pay all rent on a prorated basis, until the Real Property is restored, equal to an amount obtained by multiplying the then existing monthly rent by a percentage equal to the fraction which has as its numerator the amount of square feet in the improvements of the Real Property which is incapable of being used for its intended purpose and as its denominator the total amount of square feet in the improvements on the premises. If such damage does not deprive Tenant of occupancy or use of the Real Property, Lessor shall proceed with due diligence to cause the restoration of the Real Property to substantially the same condition as existed before such damage. In such latter event, rent shall not abate. Tenant shall fully cooperate with Lessor in making available to Lessor for the

purpose of so restoring the Real Property all insurance proceeds payable under Section 10 as a result of fire or other casualty damage to the Real Property.

13. **Condemnation.** If all or materially all of the Real Property is taken in appropriation proceedings or by right of eminent domain or by the threat of the same, then this Lease shall terminate as of the date Tenant is deprived of occupancy thereof, and Tenant's obligations under this Lease, except obligations for rent and other charges herein to be paid by Tenant up to the date thereof, shall terminate. For purposes of this Lease, "materially all of the Real Property" shall be considered as having been taken if the portion of the Real Property taken, due either to the area so taken or the location of the portion taken, would leave the remaining portion not so taken insufficient to enable tenant to effectively and economically conduct its business at the Real Property. If less than materially all the Real Property is taken in appropriation proceedings or by right of eminent domain or by the threat thereof, then this Lease shall not terminate as a result of such taking, but Lessor shall promptly repair and restore the Real Property to substantially the same condition as existed immediately before such taking. Until such repair and restoration are completed, rent shall be abated in the proportion of the number of square feet of improvements on the Real Property of which Tenant is deprived bears to the total square feet of such improvements immediately prior to such taking. Thereafter, if the number of square feet of improvements is less than the total of the same prior to such taking, rent shall be reduced in the proportion to which the number of square feet of improvements existing after such repair and restoration is less than the total of the same prior to such taking. All damages awarded for any such taking shall belong to and be the property of Lessor, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Real Property, or otherwise, provided, however, that Tenant shall be entitled to any portion of the award made to Tenant for removal and reinstallation of Tenant's fixtures or for the cost of Tenant's immovable fixtures, if any.

14. **Lessor's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if Tenant does not cure any such default within twenty (20) days, after the giving of such notice, then Lessor may terminate this Lease and all rights of Tenant shall terminate by such written notice. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Real Property by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

No act of Lessor shall be construed as terminating this Lease except written notice given by Lessor to Tenant advising Tenant that Lessor elects to terminate this Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Tenant: (a) the worth at the time of award of any unpaid rent that has been earned at the time of termination of the Lease; (b) the worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of rental loss that Tenant proves could be

award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all loss proximately caused by Tenant's failure to perform its obligations under this Lease.

The term "rent" as used in this Lease shall mean Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease.

15. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
16. **Notices.** Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid to Tenant at the Real Property, or Lessor at the address specified below, or at such other places as may be designated by the parties from time to time.
17. **Governing Law.** This Lease shall be subject to and governed by the laws of the State of Ohio.
18. **Amendments.** No amendment to this Lease shall be valid or binding unless such amendment is in writing and executed by the parties hereto.
19. **Captions.** The captions of the several sections of the Lease are not a part of the context hereof and shall be ignored in construing this Lease. They are intended only as aids in locating and reading the various provisions hereof.
20. **Severability of Provisions.** The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, Lessor and Tenant have executed this Lease Agreement as of the date first set forth above.

LESSOR:
Auglaize County Commissioners

By: Don Regula

Name: Don Regula

Title: President

Address: 209 S. Blackhoof Street, Room 201
Wapakoneta, OH 45895

TENANT:

Auglaize Industries, Incorporated

By: [Signature]

Name: GEO. FERRAI

Title: CEO

Address: (if different than Real Property
address)

Exhibit A

[Legal description to be inserted]

Situate in the southwest corner of the northeast quarter and the northwest corner of the southeast quarter of S10, T7S, R4E and being the northwest part of O.L.3 of Schroeders North Addition of Outlots to the Village of New Bremen, the plat of which is recorded in Plat Book 1, Page 77 of the Plat Records of Auglaize County, and the south part of lots 12 and 13 of Heine's Subdivision of the S½ of the NE¼ of S10, T7S, R4E and the west part of the S½ of the NW¼ of S11, T7S, R4E, the plat of which is recorded in Plat Book 1, Page 138 of the Plat Records of Auglaize County and being partly in the Village of New Bremen and in German Township, Auglaize County, State of Ohio and being more particularly described as follows, to-wit: commencing at an iron pin in a monument box found at the northwest corner of the northeast quarter of said S10;

thence, S2°-16'-51"E along the west line of the northeast quarter of said S10 a distance of 2671.35 feet to an iron pin set at the southwest corner of the northeast quarter of said S10 and the southwest corner of lot 12 of Heine's Subdivision and the northwest corner of O.L.3 of Schroeders Subdivision of Outlots;

thence, N67°-21'-32"E along the quarter line of said S10 and the south line of lot 12 of Heine's Subdivision and the north line of O.L.3 of Schroeders Subdivision a distance of 15.26 feet to an iron pin set on the east right-of-way line of the Lake Erie and Western R.R. at the Point of beginning of the hereinafter described tract of land;

thence, N2°-11'-21"W along the east right-of-way line of said Lake Erie and Western R.R., said line being 30 feet east of and parallel to the centerline of said railroad right-of-way, a distance of 350.56 feet to an iron pin on the south line of Kuenning Street if extended westerly;

thence, N87°-21'-32"E along the extension of the south line of said Kuenning Street a distance of 312.99 feet to an iron pin set on the east line of lot 13 of said Heine's Subdivision, said point being also at the northwest corner of lot 24 of F. P. Lester and F. C. Povers Highland Addition to the Village of New Bremen (the plat of said Subdivision recorded in Plat Book , Page 85 of the Plat Records of Auglaize County);

thence, S2°-16'-51"E along the east line of said lot 13 of Heine's Subdivision and the west line of the Highland Addition Subdivision a distance of 310.56 feet to an iron pin set on the north line of Boesel Avenue in the Village of New Bremen;

thence, S87°-21'-32"W along the north line of said Boesel Street and parallel to the south line of lot 13 a distance of 145.33 feet to an iron pin;

thence, S2°-02'-16"E a distance of 40.00 feet to an iron pin set on the south line of said Boesel Street, said point also being on the south line of the northeast quarter of said S10, the south line of Heine's Subdivision and the north line of Schroeders Subdivision, said point bearing S2°-02'-16"E a distance of 9.90 feet from a concrete monument found on the original centerline of Boesel Avenue and the northwest corner of Thomas Coles Partial Replat of O.L.4 of Schroeders Subdivision Recorded in Plat Book "C", Page 33 of the Plat Records of Auglaize County;

thence, continuing S2°-02'-16"E along the west line of said Cole's Replat a distance of 267.95 feet to a concrete monument;

thence, S82°-38'-21"W a distance of 147.76 feet to a point on the old right-of-way line of the Lake Erie and Louisville Railroad, said point bearing S82°-38'-21"W from an iron pin and also being 50' easterly from the centerline of said Lake Erie and Louisville Railroad;

thence, S2°-13'-20"E along said former railroad right-of-way and parallel to the centerline of said railroad a distance of 59.30 feet to an iron pin set on the northeasterly right-of-way line of C.R.66A formerly known as the Ft. Loramie-Ft. St. Marys State Road;

thence, continuing S2°-13'-20"E a distance of 53.22 feet to a railroad spike set on the centerline of said C.R.66A, said point also being on the southwesterly line of Outlet 3 of Schroeders Subdivision;

thence, N40°-32'-46"W along the centerline of said C.R.66A, the centerline of old Ft. Lorain-Ft. St. Marys State Road and the southwesterly line of said Outlet 3 a distance of 32.26 feet to a railroad spike set on the present east right-of-way line of the Lake Erie and Western Railroad, said point being 30 feet easterly at right angles from the centerline of said railroad;

thence, N2°-13'-20"W along the east right-of-way line of said railroad a distance of 53.22 feet to an iron pin set on the northeasterly right-of-way line of said C.R.66A and the northeasterly right-of-way line of the Ft. Lorain-Ft. St. Marys State Road;

thence, continuing N2°-13'-20"W along the east right-of-way line of said Lake Erie and Western Railroad, and 30 feet from and parallel to the centerline of said railroad, a distance of 313.95 feet to the place of beginning.

Containing 3.490 acres more or less. 1.198 acres being in Lot 12, 1.189 acres being in lot 13 and 1.103 acres being in D.L.3.

Excepting therefrom those certain parcels of land, currently known as Boesel Avenue, conveyed to the Village of New Bremen for street purposes pursuant to Volume 230, Page 159 of the Deed Records of Auglaize County, Ohio and Official Records Volume 38, Page 564 of the Auglaize County, Ohio Records.

Being subject to the right-of-way of a platted street along the north and south lines of said lots 12 and 13 of Heine's Subdivision and being subject to the right-of-way of the Ft. Lorain-Ft. St. Marys State Road (formerly State Route 66, now County Road 66A) and being subject to all easements of record.

This description prepared by George P. Fernandez, Registered Surveyor # 4079 of Sidney, Ohio from a survey made by same.

57800
 State of Ohio Auglaize County, S. S.
 Received October 8 19 86
 at 4:15 O'clock P .M.
 Recorded October 9 1986
 Vol. No. 08440 Page 737-40

\$14.00

Thomas S. Williams

Page 3 of 3

Recorder, Auglaize Co., Ohio

George P. Fernandez

IN THE MATTER OF APPROVING THE 2017 AMENDMENT TO THE SERVICE AGREEMENT WITH MEDTRAK SERVICES, LLC TO PROVIDE AND ADMINISTER PHARMACY BENEFIT PLAN FOR THE AUGLAIZE COUNTY'S HEALTH BENEFIT PLAN(S).

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of December, 2016.

Commissioner *Spencer* moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County, as a member of the Midwest Employees Benefit Consortium (MEBC), offers a prescription drug plan to its employees; and

WHEREAS, the Board of County Commissioners has chosen to retain Medtrak Services, LLC. to administer this prescription drug plan; and,

WHEREAS, Medtrak Services, LLC has submitted the 2017 amendment for the inclusion of the installation documents for the 01/01/2017 changes to the Service Agreement, Client Requirements Document and Plan Services Work Order/Plan Change Form to the Board for its approval and execution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the 2017 amendment to the Service Agreement for Pharmacy Benefit, Client Requirements Document and Plan Services Work Order/Plan Change Form as presented by Medtrak Services, LLC and does authorize Don Regula, President of the Board, to execute said document.

Commissioner *Bergman* 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
December, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: Medtrak Services, LLC
Arthur J. Gallagher & Co. – Phyllis Nielsen

County Commissioners' Office
Auglaize County, Ohio
December 1, 2016

No. 16-426

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

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of December, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

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: \$ 5,551.75
To: 006-0400-400101 – Public Assistance

Commissioner Bergman 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 December, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula yes

John N. Bergman
John N. Bergman yes

Douglas A. Spencer
Douglas A. Spencer Yes

cc: County Auditor
Jobs & Family Services