

NO. 16-064

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 4th day of February, 2016.

Commissioner Bergman 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:

Check #	Amount	Vendor
401659	\$ 143.26	BROWN SUPPLY CO.
401660	\$ 185.39	ALFRED NICKLES BAKERY, INC
401661	\$ 8,031.11	CITY OF WAPAKONETA - UTILITIES
401661	\$ 832.61	CITY OF WAPAKONETA - UTILITIES
401661	\$ 1,844.28	CITY OF WAPAKONETA - UTILITIES
401661	\$ 207.47	CITY OF WAPAKONETA - UTILITIES
401664	\$ 1,041.00	COMMERCIAL COMMUNICATIONS INC.
401664	\$ 900.00	COMMERCIAL COMMUNICATIONS INC.
401666	\$ 1,210.01	SPECKMAN AUTOMOTIVE, INC
401669	\$ 411.97	CITY OF WAPAKONETA
401670	\$ 6,753.85	CITY OF WAPAKONETA
401671	\$ 358.58	CITY OF WAPAKONETA
401672	\$ 713.00	PERRY PROTECH, INC
401672	\$ 1,642.15	PERRY PROTECH, INC
401674	\$ 4,402.67	NEW KNOXVILLE SUPPLY CO INC
401678	\$ 2,516.26	NEW BREMEN UTILITIES
401679	\$ 245.41	MIDWEST ELECTRIC INC.
401680	\$ 134.81	MIDWEST ELECTRIC INC.
401681	\$ 119.13	MIDWEST ELECTRIC INC.
401682	\$ 205.08	MIDWEST ELECTRIC INC.
401683	\$ 301.15	MIDWEST ELECTRIC INC.
401684	\$ 451.20	WALTER F STEPHENS, JR., INC.
401685	\$ 305.00	JOSEPH BENAVIDEZ
401686	\$ 1,442.50	MIKE'S SANITATION, INC
401686	\$ 397.50	MIKE'S SANITATION, INC
401686	\$ 202.50	MIKE'S SANITATION, INC
401686	\$ 705.00	MIKE'S SANITATION, INC
401688	\$38,250.00	DELTA AIRPORT CONSULTANTS, INC
401688	\$ 4,250.00	DELTA AIRPORT CONSULTANTS, INC
401689	\$ 109.58	JOHNSTON SUPPLY, INC
401694	\$ 109.95	VISA
401695	\$ 650.93	VISA
401696	\$ 278.80	SCOTT M SIDENER
401699	\$ 330.00	PLANTE & MORAN, PLLC
401702	\$ 149.53	LARITA CONDON
401705	\$ 105.00	NORTHWESTERN OHIO SECURITY
401710	\$ 2,000.00	ECS BILLING & CONSULTING SOUTH
401710	\$ 1,120.00	ECS BILLING & CONSULTING SOUTH
401711	\$ 605.28	BUCKEYE EXTERMINATING INC
401713	\$ 193.00	PITNEY BOWES GLOBAL FINANCIAL
401716	\$ 5,257.90	RIGHTWAY FOOD SERVICE
401718	\$ 371.39	WILSON MEMORIAL HOSPITAL
401723	\$ 1,250.00	OHIO COUNTY HOME ASSOCIATION
401725	\$ 680.04	PERFECTION GROUP, INC
401726	\$12,873.00	PERFECTION GROUP, INC
401730	\$ 1,875.00	THOMAS R FREYTAG, MD
401733	\$ 2,241.00	CRIMINAL JUSTICE COORDINATING
401737	\$ 334.72	MOBILEX USA
401739	\$ 2,000.00	RCS MANAGEMENT CORP
401739	\$ 1,617.50	RCS MANAGEMENT CORP
401740	\$ 7,200.00	RIGHT STUFF SOFTWARE CORP
401741	\$ 117.59	WOH-WAPAK, LLC
401747	\$ 143.64	ABBY LAMMERS
401748	\$ 4,000.00	WELLFOUNT CORPORATION
401748	\$ 1,621.78	WELLFOUNT CORPORATION
401749	\$ 150.00	HEATHER MAHAFFEY DBA
401750	\$ 2,559.52	WAPAK FORD, LLC
401753	\$ 3,360.00	RICHARDS & ASSOCIATES GROUP
401754	\$ 150.00	G A WINTZER & SON CO
401756	\$ 106.28	COLUMBUS RADIOLOGY CORPORATION

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
401757	\$ 152.98	COLUMBUS RADIOLOGY CORPORATION
401759	\$ 4,217.97	MEDLINE INDUSTRIES INC
401762	\$ 9,077.87	AMEA HEALTHCARE, LLC
401769	\$ 2,712.50	CENTRAL BEHAVIORAL HEALTHCARE
401770	\$ 3,400.00	CHRISTOPHER M BALLWEG DBA
401773	\$ 2,582.00	PIPER WELDING LLC
401775	\$ 2,128.00	LEADSONLINE LLC
401776	\$ 790.00	DEFENSIVE EDGE TRAINING &
401778	\$ 640.00	GREEN ACRES
401779	\$ 1,098.00	ST RITA'S MEDICAL CENTER
401780	\$18,045.00	MERCER CO SHERIFF OFFICE
401781	\$ 251.60	SECURCOM, INC
401784	\$ 527.21	MIKE MORROW
401785	\$ 108.99	DIRECT SUPPLY, INC
401791	\$ 273.82	FIRST CALL AUTO SUPPLY INC
401792	\$ 154.00	AUGLAIZE CO SHERIFFS OFFICE
401795	\$ 349.80	UNIVERSITY REFERENCE LAB
401796	\$ 1,550.00	NEW KNOXVILLE TELEPHONE CO
401797	\$ 2,190.00	APOLLO CAREER CENTER
401800	\$ 385.00	MICHAEL WUEBKER
401801	\$ 820.00	VANCE'S SHOOTERS
401802	\$ 801.44	WAL-MART BUSINESS
401803	\$ 516.09	WAL-MART BUSINESS
401808	\$ 1,200.00	ST MARY'S CHRYSLER DODGE JEEP,
401810	\$ 315.36	LOWE'S HOME CENTERS INC
401811	\$ 819.55	LOWE'S HOME CENTERS INC
401812	\$22,000.00	CONCEPT REHAB, INC
401812	\$ 8,594.03	CONCEPT REHAB, INC
401813	\$ 2,752.46	GORDON FOOD SERVICE, INC
401814	\$ 750.00	DIETARY SOLUTIONS INC
401814	\$ 724.86	DIETARY SOLUTIONS INC
401817	\$ 485.00	OHIO PEACE OFFICER TRAINING
401818	\$ 3,516.89	CITY OF ST MARYS UTILITY
401818	\$13,519.09	CITY OF ST MARYS UTILITY
401819	\$ 292.25	POGEMEYER DESIGN GROUP
401819	\$ 1,144.92	POGEMEYER DESIGN GROUP
401819	\$ 3,508.08	POGEMEYER DESIGN GROUP
401819	\$ 2,114.83	POGEMEYER DESIGN GROUP
401825	\$ 128.18	RRR TIRE SERVICE
401827	\$ 3,208.00	TREASURER OF STATE OF OH
401830	\$ 299.82	KEEFE SUPPLY CO
401831	\$ 430.80	PATHOLOGY LABORATORIES, INC
401833	\$ 305.00	STATEWIDE EMERGENCY PRODUCTS
401835	\$ 664.95	AT & T CORP
401839	\$ 1,000.00	AUGLAIZE CO FAMILY & CHILDREN
401841	\$ 139.48	VERIZON WIRELESS
401842	\$ 2,141.99	VERIZON WIRELESS
401843	\$ 447.59	VERIZON WIRELESS
401845	\$ 489.31	VERIZON WIRELESS
401846	\$ 170.70	VERIZON WIRELESS
401848	\$ 123.90	VERIZON WIRELESS
401850	\$ 1,200.00	BARBARA STAHLER
401853	\$ 200.14	SCHINDLER ELEVATOR CORP
401854	\$20,856.72	HEISE GENERAL CONTRACTING LLC
401854	\$20,490.28	HEISE GENERAL CONTRACTING LLC
401856	\$ 297.26	AUGLAIZE CO TREASURER
401857	\$ 253.50	AUGLAIZE CO TREASURER
401862	\$ 300.00	AUGLAIZE CO TREASURER
401862	\$ 127.90	AUGLAIZE CO TREASURER

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

Adopted this
4th day
February, 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

IN THE MATTER OF APPOINTING CARL WINTZER TO THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT POLICY PLANNING COMMITTEE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 343.01.1, the Auglaize County Solid Waste Management District Policy Planning Committee needs to appoint an Industrial Representative respectfully in the county; and,

WHEREAS, Kevin Bock has served as the Industrial Representative from November 5, 20015 to October 31, 2015 and on October 26, 2015 Kevin Bock submitted a letter of resignation as the Industrial Representative for the Auglaize County Solid Waste District Policy Committee effective October 31, 2015; and,

WHEREAS, Carl Wintzer was contacted about his willingness to serve as the Industrial representative for a two-year term commencing on February 4, 2016 and will expire on October 31, 2017 and he has agreed to serve on said committee.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby appoint Carl Wintzer to the Auglaize County Solid Waste Management District Policy Planning Committee, representing the industry, for the unexpired term commencing February 4, 2016 and ending October 31, 2017.

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

Adopted this
4th day of
February, 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: Solid Waste Coordinator – Scott Cisco
/ Carl Wintzer

IN THE MATTER OF APPROVING A LEASE BETWEEN AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND MACHINE CONCEPTS, INC. FOR USE OF HANGAR AT NEIL ARMSTRONG AIRPORT; RATIFYING THE EXECUTION OF SAID LEASE.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 4th of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, negotiations have been on-going concerning a lease for Hangar E at the Neil Armstrong Airport which is owned by Auglaize County/Auglaize County Board of County Commissioners; and,

WHEREAS, said negotiations have been between the Board of Auglaize County Commissioners and Machine Concepts, Inc. of Minster, Ohio; and,

WHEREAS, a lease for Hangar E has been drafted and deemed satisfactory by both parties.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the aforementioned lease for Hangar E at the Neil Armstrong Airport; said lease being between Auglaize County Board of Commissioners and Machine Concepts, Inc.; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners does hereby ratify the execution of said lease; and,

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

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

Adopted this
4th day of
February, 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: John C. Eiting – Machine Concepts, Inc.

✓ Brent Richter – Airport Authority

✓ Matt Bailey – Airport Manager

✓ Edwin Pierce – Auglaize County Prosecutor

**AUGLAIZE COUNTY NEIL ARMSTRONG AIRPORT
CORPORATE HANGAR LEASE**

This Corporate Hangar Lease ("Lease") is made by and between the Auglaize County Board of County Commissioners, Auglaize County, Ohio ("Lessor") and Machine Concepts, Inc., an Ohio corporation ("Lessee"), and entered effective on May 1, 2015 (the "Effective Date").

RECITALS:

- A. Lessor is the owner of the Auglaize County Neil Armstrong Airport ("Airport"), located in the northeast quarter of Section 29, Town 6 South, Range 5 East, Washington Township, Auglaize County, Ohio.
- B. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, Hangar E (the "Hangar") located at the Airport.

NOW, THEREFORE, in consideration of the covenants contained herein, Lessor leases Lessee upon the terms and conditions contained herein, the following premises:

- A. The exclusive right to the use of Hangar E at the Neil Armstrong Airport, together with all appurtenant real property (the "Leased Premises").
- B. The exclusive right to the use of the ramp adjoining the Hangar.
- C. The non-exclusive right to use the airport ramps, runways, and taxiways with unobstructed access thereto, for aircraft and vehicular use and for ingress and egress to and from the Hangar, including the right to remove any obstructions to such access.
- D. The non-exclusive right of ingress and egress through the Airport's access points between the Hangar and State Route 219.

1. Term of Lease. This Lease shall commence on the Effective Date and shall continue for ten (10) years, expiring April 30, 2025; provided, however, that either party may terminate this Lease during this initial term effective on or after the fifth anniversary of the Effective Date, by no less than twelve (12) months prior written notice. If still in effect at the end of the initial term, this Lease shall continue in effect for an additional five (5) year renewal term unless terminated by either party upon written notice to the other party at least one hundred twenty (120) days prior to expiration of the initial term. The initial term, and the renewal term, if applicable, are hereafter referred to as the "Term."
2. Rental. Lessee agrees to pay, and Lessor agrees to accept, as rental for the Leased Premises, the sum of \$1,100.00 per month, payable on the first day of each month commencing on the Effective Date. The rental amount for the Leased Premises shall, if

requested by Lessor in writing to Lessee no less than 60 days prior to the fifth anniversary of the Effective Date and each anniversary thereafter during the Term, be adjusted to correspond with changes in the Consumer Price Index (1982-84=100) published in the "Monthly Labor Review" for Cincinnati Hamilton Ohio/Kentucky/Indiana of the Bureau of Labor Statistics of the United States Department of Labor, between May 2015 and the month immediately preceding the anniversary date at issue (in the case of the initial adjustment), and between the month immediately preceding the commencement of the immediately preceding Lease year and the month immediately preceding the Lease year at issue (in the case of any later adjustments unless a prior adjustment has not been made, in which event, the change shall be measured from the month immediately preceding the last adjustment and the month immediately preceding the lease year in question). The rental amount shall never be adjusted below \$1,100 per month.

3. Use of the Premises. During the Term, Lessee shall be entitled to use the Hangar for the following purposes: storage, repair, maintenance, operations and washing service to aircraft and related equipment or any other activity which is in conformity with the use of a hangar for aircraft purposes. In its use of the Leased Premises, Lessee shall comply with all applicable laws and regulations of the Federal Aviation Administration and the State of Ohio and with all generally applicable regulations not in conflict therewith heretofore or hereafter adopted by Lessor, its successors or assigns, for the Airport in the interest of safety and good operating practices, within a reasonable period of time following Lessee's receipt of written notice of any such rules and any amendments or changes thereto.

4. [Intentionally Omitted]

5. Maintenance and Repair of Hangar. Except as otherwise provided, during the Term, Lessee shall maintain the Hangar in good and serviceable condition and repair at its sole cost and expense, ordinary wear and tear excepted. The Auglaize County Airport Authority will provide maintenance for the structure items of Hangar, i.e. building walls, roof, operational state of doors and utility services. Lessee shall permit Lessor and the Auglaize County Airport Authority to enter the Leased Premises to inspect and perform repairs to the Leased Premises at reasonable times and with minimal interference with Lessee's operations on the Leased Premises. Lessor shall be responsible for all repairs to the Hangar required due to loss or damage resulting from fire or other casualty. If the Hangar shall be destroyed or substantially damaged due to fire or other casualty, and it is not repaired within ninety (90) days from the date of such loss or damage, Lessee may, by written notice to Lessor at any time following the end of such 90 day period, terminate this Lease with respect to the Leased Premises.

6. Improvements. Lessee may make improvements to the Hangar at its sole expense, provided that all such improvements: (i) are subject to the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed; and (ii) all improvements

shall be in accordance with all applicable laws and regulations, including any environmental, building, and fire codes. All such improvements (excluding Lessee's trade fixtures) shall remain a part of the Leased Premises upon termination of this Lease. The Lessee may be credited for improvements provided that the Lessor shall at the time of approval set a depreciation schedule and affirmatively authorize such credit if the Lease is terminated at a time that the improvement has a useful life under the established depreciation schedule.

7. Airport Operation. Lessor shall, at its sole expense, install, erect, and maintain all existing and future landing field facilities including ramps, taxiways, and access points to the Leased Premises, and all runways, in a good and serviceable condition. Lessor shall keep the ramps, taxiways, access points, and runways clean and swept and free from snow and any debris.

8. Insurance.

- A. Liability. Lessee shall, at its expense, maintain aircraft liability insurance in the following minimum amounts on each aircraft owned or operated by the Lessee at the Airport.

1. Aircraft bodily injury liability insurance of \$100,000 for all arising out of bodily injury to or death of one person and \$300,000 for all damages arising out of bodily injury or death of two or more persons in any one accident.
2. Aircraft passenger liability insurance of \$100,000 for each passenger seat.
3. Aircraft property damage liability insurance of \$100,000

- B. Fire and Casualty - Lessee's Aircraft. Lessee shall, at its expense, procure and maintain insurance against loss by fire or other casualty to Lessee's aircraft owned and operated at the Airport in amounts no less than its reasonable replacement cost and with a company satisfactory to Lessor.

- C. Fire and Casualty - Leased Premises. Lessor shall, at its expense, procure and maintain insurance against loss by fire or other casualty to the Leased Premises in an amount no less than its reasonable replacement cost and with a company satisfactory to Lessor.

- D. Environmental. Lessor shall, at its expense, procure and maintain a policy or policies of insurance against loss from environmental remediation, removal, response, abatement, containment, closure, restoration, or remodeling work. This insurance shall be in an amount no less than \$1,000,000 per incident. Lessor shall name Lessee as an additional insured.

- E. Certificate of Insurance; Changes to Insurance. A certificate of insurance with respect to each insurance policy provided in this Section to be maintained by a

party hereto shall be furnished to the other party. Each party shall give immediate written notice to the other party in the event of cancellation or modification of any insurance to be maintained by the notifying party hereunder.

- F. Waiver of Subrogation. Neither Lessor nor Lessee shall be liable for loss or damage caused by any risk covered by or intended to be covered by any insurance policy to be maintained by the other party or maintained by any other lessees of the Lessor on the Airport property, with respect to the Leased Premises, the Airport, any aircraft or other personal property located thereon, and each party shall, to the extent possible, waive all rights of subrogation against the other with respect to loss or damage covered by or to be covered by such policies. Lessee further waives any claims against Lessor, its employees and representatives, for loss or damage to Lessee's personal property located on the Leased Premises, except claims arising out of the recklessness or willful conduct of Lessor or its employees or representatives.

9. Assignment and Subletting. Lessee shall not assign this Lease or sublet any portion of the Leased Premises without the prior written consent of Lessor.

10. Default. If either party shall default in the performance of any of its obligations hereunder and such default shall continue for 30 days after written notice from the other party by certified mail, the other party may, at its election, terminate this Lease upon written notice to that other party. If, by reason of acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind from any government body or agency, including insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornados, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage, or accident to machinery, transmission lines, partial or entire failure of any utility or any cause or event not reasonably within the control of the party, a party is unable in whole or in part to carry out its obligations under this Lease, that party shall not be deemed to be in default during the continuance of such inability.

11. Quiet Enjoyment. Lessor covenants and agrees with Lessee that, so long as Lessee is not in default under the terms, covenants and conditions of this Lease on Lessee's part to be performed, Lessee shall, except reasons beyond the control of Lessor, peaceably and quietly have and hold the Leased Premises for the Term.

12. Environmental Remediation; Indemnity.

- A. By Lessor. Lessor shall comply with all federal, state, and local environmental laws and regulations and any permits or orders issued thereunder, including but not limited to remediation, removal, response, abatement, containment, closure, restoration, or remodeling work required by an such law or regulation or any permit or order issued thereunder unless such work is the result of Lessee's negligence.

- B. Lessee's Indemnity. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, suits, actions, legal or administrative proceedings, demands, judgments, damages, losses, penalties, fines or liabilities (including strict liability), encumbrances, liens, expenses, and costs (including but not limited to reasonable attorney fees, consultant fees, and expenses of investigation and defense) arising out of or relating to any negligent act or omission by Lessee, including but not limited to (i) those arising out of or relating to the negligent use thereof by Lessee or its assigns, and (ii) those arising out of or relating to Lessee's violation of any federal, state, or local governmental law or regulations, or any permits or orders issued thereunder, including but not limited to, any injury (including death) of any person, damage to any property (including damages to natural resources), and any remediation, removal, response, abatement, containment, closure, restoration, or remodeling work required by any such law or regulation or any permit or order issued thereunder and arising from Lessee's negligent act or omission. The obligations of Lessee under this Section 12 shall survive the Term and any renewal or extension thereof. Lessor's remedies hereunder against Lessee are not exclusive of common law and statutory remedies otherwise available to Lessor and shall not be affected in any way if the liability or claim for which indemnification is sought arises by reason of strict liability.

- C. Remediation. "Remediation" for purposes of this Lease shall mean all cost (including cost by way of reimbursement to any regulatory agency) incurred in connection with or arising out of the investigation and remediation of any of the matters covered by the foregoing indemnities, including by way of illustration and without limitation, investigation costs, penalties, fines, and interest imposed by any regulatory authority, investigation fees and consulting fees, testing, monitoring cost of removal of contaminated materials, transportation of contaminated materials, and landfill or other off-site disposal costs, cost of replacement of the contaminated materials removed, costs of restoring the Leased Premises to substantially the condition existing as of the hereof, costs of on-site treatment of contaminated soil and groundwater, and cost of digging wells and future monitoring.

13. Miscellaneous.

- A. Counterparts. This Lease shall be executed in duplicate counterparts, and each counterpart shall constitute an original.
- B. Binding Effect. The terms of this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee, and their respective successors and assigns.
- C. Capacity. The parties covenant each with the other that they have the right to enter into this Lease.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease effective as of the Effective Date.

AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS

By: Don Regula
Don Regula

By: Douglas A. Spencer
Douglas A. Spencer

By: John N. Bergman
John N. Bergman

Machine Concepts, Inc.
By: John C. Eiting
John C. Eiting, President

STATE OF OHIO :
COUNTY OF AUGLAIZE :SS

The Auglaize County Board of County Commissioners, acknowledged the foregoing instrument before me on 2-24, 2015-2016



Esther M. Leffel
Notary Public

STATE OF OHIO :
COUNTY OF AUGLAIZE :SS

John C. Eiting, President of Machine Concepts, Inc., an Ohio corporation, acknowledged the foregoing instrument before me on February 1, 2016

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Sandra L. Wallerbusch
Notary Public
Machine Concepts, Inc. Lease/Vaughl City Neil Armstrong Airport - Corp Hangar Lease - FGKS Draft 1-29-16.Doc
State of Ohio
My Commission Expires: 1-20-19

Sandra L. Wallerbusch
Notary Public

IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN AUGLAIZE ACRES AND PLANTE MORAN, PLLC; AND AUTHORIZING THE PRESIDENT OF THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize Acres Administrator Kim Sudhoff submitted the following Professional Services Agreement to the Board of County Commissioners with Plante Moran, PLLC to prepare, from information that was provided, the following Medicaid and full Medicare cost report(s) for the year ended December 31, 2015.

WHEREAS, the fees for preparing the Medicaid and full Medicare cost reports, with corresponding executive management reports, are estimated to be \$9,400.00, which is generally based on the staff time utilized, the expertise of the personnel involved, and the complexity of the issues encountered and the value of the services rendered, plus out-of-pocket expenses.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Professional Services Agreement between Auglaize Acres and Plante Moran, PLLC; and,

BE IT FURTHER RESOLVED that the Board does authorize the President of the Board of Auglaize County Commissioners to execute said Professional Services Agreement.

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

Adopted this
4th day of
February, 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 Acres – Kim Sudhoff

IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE CITY OF WAPAKONETA'S 2016 CDBG GIBBS AVENUE IMPROVMENTS PROJECT USING FY'14 CDBG FUNDING AND CITY OF WAPAKONETA'S RLF FUNDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners allocated a sum from the F. Y. 2014 Community Development Block Grant (CDBG) Allocation Program funds and City of Wapakoneta's CDBG Revolving Loan Fund (RLF) for the City of Wapakoneta 2016 CDBG Gibbs Avenue Improvements Project; and,

WHEREAS, specifications have been prepared for the City of Wapakoneta's 2016 CDBG Gibbs Avenue Improvements Project with an estimated cost of \$713,637.50; and,

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

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby set February 25, 2016 at 11:00 a.m. as the date and time at which to receive and open bids in the office of the Commissioners for the City of Wapakoneta's 2016 Gibbs Avenue Improvements Project, a F.Y. '14 CDBG Allocation Program and City of Wapakoneta's Revolving Loan Funds (RLF) funded project.

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

Adopted this
4th day of
February, 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: Poggemeyer Design Group – Gayle Flaczynski
City of Wapakoneta – Mary Ruck

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
209 S. Blackhoof St., Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

February 2, 2016

TO: The Wapakoneta Daily News

FROM: Board of County Commissioners, Auglaize County, Ohio

RE: Legal Notice to be published in The Wapakoneta Daily News and the Evening Leader

Please publish, in the Legal Section of The Wapakoneta Daily News and the Evening Leader, the following Legal Notice on **Thursday, February 4, 2016 and Thursday, February 11, 2016.**

Please send Certificate of Publication to:

Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895 **AND**

Please send Certificate of Publication and INVOICE to:

City of Wapakoneta – Zoning & Engineering Superintendent
ATTN: Ms. Mary Ruck
102 Perry Street, P.O. Box 269
Wapakoneta, OH 45895

Thank you.

Esther Leffel
BOCC Clerk

ADVERTISEMENT FOR BIDS

Sealed Bids for the Gibbs Avenue Improvements will be received by the Auglaize County Commissioners at the Administration Building, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895, until Thursday, February 25, 2016 at 11:00 a.m. local time, at which time bids received will be publicly opened and read.

In general, the project consists of the reconstruction of Gibbs Avenue from Benton Street to the railroad tracks in the City of Wapakoneta. Work shall consist of the installation of asphalt pavement, curb and gutter, waterline, sanitary, storm laterals, pavement markings, signage and street. The project is funded by the federal CDBG Community Development Program Allocation Program and the City of Wapakoneta's CDBG Revolving Loan Fund (RLF). The Engineer's estimate is \$713,637.50.

The free electronic Bidding Documents which include plans and specifications may be obtained by contacting the issuing office of Choice One Engineering at mcb@choiceoneengineering.com. Hard copies are available for an additional fee and are non-refundable. For additional information regarding the project, please visit our website at www.choiceoneengineering.com.

Neither Owner nor Choice One will be responsible for full or partial sets of bidding documents, including Addenda if any, obtained from sources other than Choice One.

Bids must be signed and submitted on the separate bidding forms included in the Bidding Documents, sealed in a properly identified envelope, and shall be accompanied by either a Bid Guaranty Bond in the amount of 100% of the Bid amount or by a certified check, cashier's check, or letter of credit on a solvent bank in the amount of not less than 10% of the amount of the Bid, subject to conditions provided in the Instructions to Bidders. The successful BIDDER will be required to furnish a satisfactory Performance Bond in the amount of 100% of the Bid.

The bid security shall be furnished in accordance with Instructions to Bidders.

The Contractor shall be required to pay not less than the minimum wage rates established by the Federal Labor Standards Provisions and Davis-Bacon Wages. Attention of the Bidder is called to the various insurance requirements and various equal opportunity provisions.

No Bidder shall withdraw his Bid within 60 days after the actual opening thereof.

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

Auglaize County Commissioners
Don Regula, John N. Bergman, and Douglas A. Spencer

Advertise: February 4, 2016
 February 11, 2016

IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th of February, 2016.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

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

<u>General Fund</u>		
Amount:	From:	To:
\$ 1,340.00	001.0402.530300 (Supplies)	001.0701.530900 (Farm Expense)

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

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

Adopted this
4th day of
February, 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: County Auditor
✓ County Administrator