

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 14th day of January, 2016.

Commissioner Spicer

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>
400935	\$ 129.36	AUGLAIZE CO TREASURER
400935	\$ 178.12	AUGLAIZE CO TREASURER
400935	\$ 3,929.88	AUGLAIZE CO TREASURER
400935	\$ 292.90	AUGLAIZE CO TREASURER
400935	\$ 557.89	AUGLAIZE CO TREASURER
400935	\$ 431.51	AUGLAIZE CO TREASURER
400935	\$ 169.97	AUGLAIZE CO TREASURER
400935	\$ 4,255.85	AUGLAIZE CO TREASURER
400935	\$ 208.66	AUGLAIZE CO TREASURER
400935	\$ 245.86	AUGLAIZE CO TREASURER
400935	\$ 428.22	AUGLAIZE CO TREASURER
400936	\$ 144.00	AUGLAIZE CO TREASURER
400937	\$ 150.65	POSTMASTER, WAPAKONETA QUILL CORP
400938	\$ 3,092.17	TELEPHONE SERVICE CO.
400938	\$ 507.73	TELEPHONE SERVICE CO.
400938	\$ 497.00	TELEPHONE SERVICE CO.
400938	\$ 691.11	TELEPHONE SERVICE CO.
400939	\$ 793.00	JOINT TOWNSHIP DISTRICT
400940	\$ 498.88	JOINT TOWNSHIP DISTRICT
400941	\$ 115.48	JOINT TOWNSHIP DISTRICT
400942	\$ 800.00	JOINT TOWNSHIP DISTRICT
400943	\$ 4,064.03	JOINT TOWNSHIP DISTRICT
400947	\$ 258.84	JOINT TOWNSHIP DISTRICT
400948	\$ 238.29	CITY OF WAPAKONETA - UTILITIES
400949	\$ 154.11	CITY OF ST MARYS
400950	\$ 301.20	CITY OF ST MARYS
400951	\$ 304.98	CITY OF ST MARYS
400953	\$ 373.00	AUGLAIZE CO BOARD OF HEALTH
400953	\$ 201.96	COMMERCIAL COMMUNICATIONS INC.
400954	\$ 781.31	COMMERCIAL COMMUNICATIONS INC.
400955	\$ 1,120.72	NATIONAL LIME & STONE COMPANY
400957	\$ 395.00	SPECKMAN AUTOMOTIVE, INC
400959	\$ 5,000.00	MIDNET MEDIA
400960	\$ 8,251.18	AUGLAIZE CO AIRPORT AUTHORITY
400961	\$ 336.85	CITY OF WAPAKONETA
400962	\$ 101.98	CITY OF WAPAKONETA
400962	\$ 7,500.00	PERRY PROTECH, INC
400962	\$ 2,014.00	PERRY PROTECH, INC
400962	\$ 126.00	PERRY PROTECH, INC
400962	\$ 383.28	PERRY PROTECH, INC
400963	\$ 1,744.00	PERRY PROTECH, INC
400964	\$ 220.31	IRISH ELECTRIC MOTOR SERVICE
400966	\$ 182.08	NEW KNOXVILLE SUPPLY CO INC
400967	\$ 737.90	DAYTON POWER & LIGHT CO.
400968	\$ 162.61	DAYTON POWER & LIGHT CO.
400969	\$ 338.00	DAYTON POWER & LIGHT CO.
400970	\$13,288.00	MIDWEST ELECTRIC INC.
400970	\$ 3,322.00	TYLER TECHNOLOGIES INC./CLT
400971	\$ 186.00	TYLER TECHNOLOGIES INC./CLT
400972	\$ 1,726.96	N.A.D.A. APPRAISAL GUIDE
400973	\$ 529.90	OHIO RECORDER ASSOCIATION
400974	\$ 381.71	GALLS, LLC
400974	\$ 502.22	US BANCORP EQUIPMENT FINANCE,
400975	\$ 133.00	US BANCORP EQUIPMENT FINANCE,
400976	\$ 5,301.00	MARK E.G. DAVIS MESCO CORP

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
400976	\$ 224.27	MESCO CORP
400979	\$ 572.00	BARRETT BROS.
400980	\$ 1,264.00	HEMLEBEN CONSTRUCTION CO INC
400981	\$ 165.00	PITNEY BOWES INC
400982	\$ 6,802.70	AUGLAIZE INDUSTRIES, INC.
400983	\$ 325.77	KOENIG EQUIPMENT INC.
400984	\$34,461.75	AUGLAIZE CO EMERGENCY MGMT
400985	\$ 308.70	VISA
400986	\$ 1,594.57	SCOTT M SIDENER
400989	\$ 971.23	KROGER LIMITED PARTNERSHIP
400990	\$ 266.04	USA BLUEBOOK
400991	\$ 508.40	TREASURER OF STATE OF OHIO
400992	\$ 8,435.00	COURTVIEW JUSTICE SOLUTIONS,
400994	\$ 200.00	OB/GYN SPECIALISTS OF LIMA,INC
400995	\$ 1,117.78	LEFELD WELDING & STEEL
400997	\$ 700.00	OHIO MACHINERY CO
400998	\$ 3,255.98	RIGHTWAY FOOD SERVICE
400999	\$ 247.82	KONICA MINOLTA PREMIER
401000	\$ 840.00	OHIO ASSN OF COUNTY BDS OF
401001	\$ 2,052.83	PERFECTION GROUP, INC
401002	\$ 6,236.65	OHIO JOB & FAMILY SERVICES
401003	\$ 1,200.00	FAIRFIELD COMPUTER SERVICES
401004	\$ 2,244.00	COUNTY AUDITOR'S ASSN OF OHIO
401010	\$ 200.00	OHIO COMMON PLEAS JUDGES ASSN.
401011	\$ 332.80	SERVICE MASTER
401013	\$ 248.06	FRONTIER
401014	\$ 159.65	SHERWIN WILLIAMS
401015	\$ 3,497.37	TRUPOINTE
401017	\$ 2,994.84	CRIMINAL JUSTICE COORDINATING
401017	\$ 2,241.00	CRIMINAL JUSTICE COORDINATING
401020	\$ 200.00	PUMP N PACK SHELL
401021	\$ 203.00	RICH & GILLIS LAW GROUP, LLC
401022	\$ 1,989.57	TRANSCRIPTION GEAR, INC
401023	\$ 400.90	MEGACITY FIRE PROTECTION
401023	\$ 335.00	MEGACITY FIRE PROTECTION
401025	\$ 1,072.52	ECOM BUSINESS SOLUTIONS
401026	\$ 508.46	TRACTOR SUPPLY COMPANY
401028	\$ 725.00	PREVENT CHILD ABUSE AMERICA
401029	\$ 175.93	MAILFINANCE INC
401031	\$ 885.28	BREVARD EXTRADITIONS INC
401032	\$ 2,753.00	SPRING CREEK CORP
401033	\$ 164.50	UNIQUE AWARDS & SIGNS
401034	\$ 375.00	UNIQUE AWARDS & SIGNS
401035	\$ 315.00	PRIMARY SOLUTIONS
401036	\$ 253.58	JACKSON TRACTORS
401037	\$ 300.00	INTERCOURT CONFERENCE
401038	\$ 566.00	ECK REFRIGERATION, INC
401039	\$ 100.00	601 JACKSON STREET LLC
401040	\$ 603.00	ERIC WILSON
401041	\$ 1,000.00	NEAL E HOLLERAN
401042	\$33,534.00	TURF CONCEPTS, LLC
401043	\$ 594.00	SHELBY PRODUCTS, LLC
401044	\$ 368.92	ROBIN RADER
401045	\$ 170.20	MATTHEW & TRACY DRAUDT
401046	\$ 194.80	BUSCHUR ELECTRIC INC
401046	\$ 146.40	BUSCHUR ELECTRIC INC
401051	\$ 566.99	KEVIN STEINKE
401052	\$ 120.00	KURT BRICKNER, PSY.D.
401053	\$ 300.24	DEBRA DULLE
401055	\$ 151.80	ALBERTA M HAWK
401057	\$ 415.00	PRCTC OF CLNCL PSYCHOLOGY INC
401060	\$ 885.19	VISION SERVICE PLAN - (OH)
401064	\$ 139.98	FASTENAL CO
401066	\$ 121.00	OSTENDORF COMPUTER SERVICE,INC
401067	\$ 130.86	E & R TRAILER SALES & SERVICE,
401069	\$ 1,369.50	SECURCOM, INC
401070	\$228,369.00	MIDWEST POOL RISK MANAGEMENT
401071	\$ 6,280.23 B	ARRETT PAVING MATERIALS, INC

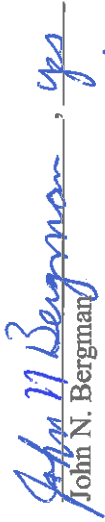
<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
401072	\$ 134.35	MILLER'S TEXTILE SERVICES, INC
401072	\$ 116.23	MILLER'S TEXTILE SERVICES, INC
401076	\$ 220.00	HOLTGREVEN SCALE & ELECTRONICS
401078	\$ 1,278.38	FIRST CALL AUTO SUPPLY INC
401079	\$ 799.25	HOMESTRETCH SPORTSWEAR
401080	\$ 629.61	MATTHEW BENDER & CO, INC
401081	\$ 5,084.44	AUGLAIZE CO SHERIFFS OFFICE
401082	\$ 464.24	MICHELE HUGHES
401084	\$ 1,750.08	OHIO PUBLIC DEFENDER COMM
401087	\$ 1,143.52	LEXIS NEXIS
401088	\$ 754.00	LEXIS NEXIS
401089	\$ 116.11	DOMINION EAST OHIO GAS
401089	\$ 392.75	DOMINION EAST OHIO GAS
401090	\$ 1,115.88	COUNTRY TRUCK SALES, INC
401091	\$ 241.09	FOUR-U-OFFICE SUPPLIES, INC
401091	\$ 304.08	FOUR-U-OFFICE SUPPLIES, INC
401091	\$ 525.88	FOUR-U-OFFICE SUPPLIES, INC
401091	\$ 662.45	FOUR-U-OFFICE SUPPLIES, INC
401092	\$12,696.00	BURKE PETROLEUM INC
401093	\$ 110.48	LOWE'S HOME CENTERS INC
401094	\$ 640.10	LOWE'S HOME CENTERS INC
401095	\$54,804.40	CBA BENEFIT SERVICES
401096	\$ 2,576.65	CBA BENEFIT SERVICES
401097	\$ 578.20	CBA BENEFIT SERVICES
401098	\$ 469.12	GORDON FOOD SERVICE, INC
401099	\$ 109.75	TOBIAS LEE
401100	\$ 2,430.70	CITY OF ST MARYS UTILITY
401100	\$14,390.53	CITY OF ST MARYS UTILITY
401101	\$ 4,367.38	POGGEMEYER DESIGN GROUP
401102	\$ 889.00	TOM BICE
401103	\$ 323.85	DOLL PRINTING
401104	\$ 728.31	RENEE PLACE
401105	\$ 1,259.38	NKTELCO, INC
401109	\$ 112.44	KEEFE SUPPLY CO
401110	\$ 1,839.22	CDW GOVERNMENT, INC
401112	\$ 661.27	LIMA ALLEN COUNCIL ON
401113	\$ 110.20	PATHOLOGY LABORATORIES, INC
401114	\$ 175.50	PATHOLOGY LABORATORIES, INC
401116	\$ 483.00	PATHOLOGY LABORATORIES, INC
401118	\$12,865.00	CMI
401119	\$ 462.50	FISHEL HASS KIM ALBRECHT LLP
401120	\$ 120.94	US BANCORP
401120	\$ 203.75	US BANCORP
401120	\$ 179.60	US BANCORP
401122	\$ 1,250.00	DDTI INC.
401124	\$ 143.75	OFFICE DEPOT, INC
401126	\$ 323.03	BORNHORST PRINTING COMPANY,INC
401127	\$ 155.25	ROBB HEMMELGARN
401129	\$ 195.67	VICE BROS FOUNDRY, INC
401130	\$ 121.71	SHELL
401134	\$ 482.86	VERIZON WIRELESS
401135	\$ 473.45	VERIZON WIRELESS
401137	\$ 125.09	VERIZON WIRELESS
401138	\$ 187.65	WILLIAM & DIXIE RUSSELL
401140	\$ 284.40	DOMINION EAST OHIO
401141	\$ 218.10	DOMINION EAST OHIO
401143	\$ 2,130.20	DOMINION EAST OHIO
401145	\$ 368.52	MARK FREEMAN
401146	\$ 424.15	VECTREN ENERGY DELIVERY
401147	\$ 279.45	HEATHER MAHAFFEY
401149	\$28,870.74	AUGLAIZE CO TREASURER
401150	\$ 2,646.16	AUGLAIZE CO TREASURER
401151	\$ 6,000.00	AUGLAIZE CO TREASURER
401152	\$ 6,000.00	AUGLAIZE CO TREASURER
401153	\$ 6,250.00	AUGLAIZE CO TREASURER
401154	\$ 1,800.00	AUGLAIZE CO TREASURER
401154	\$ 2,500.00	AUGLAIZE CO TREASURER
401155	\$ 100.00	AUGLAIZE CO TREASURER
401156	\$ 5,000.00	AUGLAIZE CO TREASURER

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
401157	\$ 400.00	AUGLAIZE CO TREASURER
401160	\$ 9,629.75	CITY OF WAPAKONETA
401162	\$ 3,333.33	AUGLAIZE CO TREASURER
401162	\$ 832.13	AUGLAIZE CO TREASURER
401162	\$ 6,594.58	AUGLAIZE CO TREASURER
401163	\$ 3,113.55	AUGLAIZE CO TREASURER
401164	\$ 2,133.89	AUGLAIZE CO TREASURER
401165	\$ 150.00	AUGLAIZE CO TREASURER
401167	\$ 345.58	LUCAS KIEFER
401168	\$ 168.87	DAVID & JAYE NAVARRO
401169	\$ 109.00	JOYCE FISHER

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:
Adopted this
14th day
January, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Don Regula


John N. Bergman


Douglas A. Spencer

✓cc: County Auditor

County Commissioners Office
Auglaize County, Ohio
January 14, 2016

NO. 16-026

**IN THE MATTER OF AUTHORIZING EXPENDITURES FOR ATTENDANCE AT VARIOUS MEETINGS
BY THE CLERK OF COURTS AND DEPUTY CLERKS OF THE LEGAL DEPARTMENT AND TITLE
DEPARTMENT, AND EXPENDITURES FUNDED BY THE CLERK'S COMPUTER FUND – COMMON
PLEAS COURT FOR THE YEAR 2016.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of January, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was submitted to the Board of County Commissioners by I. Jean Meckstroth, Clerk of Courts:

January 7, 2016

TO: The Board of Commissioners

FROM: I. Jean Meckstroth, Clerk of Court of Common Pleas

SUBJECT: Travel and Related Expenses for Calendar Year 2016

Gentlemen:

I do hereby request that you allow funds not to exceed \$7,000.00 for travel and related expenses, registration for conferences and seminars, mileage, gasoline, and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy from the Budget lines in 001.0208.530700 and 001.0208.530900.

I further request that additional funds be allowed not to exceed \$4,500.00 for travel and related expenses, registration for conferences and seminars, mileage, gasoline, hotels and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy from the Budget line in 026.0026.530700 and 026.0026.530900 from the Certificate of Title Administration Fund.

I further request that you allow funds not to exceed \$5,000.00 for travel and related expenses, registration for conferences and seminars, mileage, gasoline, hotels and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy from the Budget lines in 024.0024.530900 from the Clerk's Computer Fund - Common Pleas Court. It is my intent to share these funds with Judge Pepple and Judge Spees in helping to provide training for their employees involved in the usage of the CourtView Computer System currently being used within our offices for the Civil, Domestic Relations and Criminal Divisions of Common Pleas Court only.

The authorization of these funds will allow the Clerks of Courts, the Title Supervisor and other Deputy Clerks within the Legal Department and the Title Department to attend monthly meetings of the Ohio Clerk of Courts Association and the Bureau of Motor Vehicles, Education Seminars sponsored by the Ohio Clerk of Courts Association, District Meetings of the Ohio Clerk of Courts Association, Summer and Winter Conferences of the Ohio Clerk of Courts Association, computer training classes sponsored by our vendor, CourtView, and other vendors and other meetings for the educational enhancement of the office of the Clerk of Courts.

Resolution – continued
Clerk of Courts Annual Expenses
January 14, 2016

This triple request is made in accordance with the separation of funds in that the Legal Department is funded thru the General Fund, the Title Department is funded thru the Clerk's Certificate of Title Administration Fund and a separate fund is collected as directed by Court Order for deposit in the Clerk's Computer Fund - Common Pleas Court.

s/I. Jean Meckstroth
I. Jean Meckstroth,
Clerk of Courts

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the above request for travel expenses for meetings, etc. throughout the year 2016 for the Clerk of Courts as stated, providing all is in accordance it the County Travel Policy and bills/receipts are presented in a proper manner.

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

Adopted this
14th day of
January, 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: Clerk of Courts

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE MUNICIPAL COURT CLERK AND DEPUTIES TO ATTEND CONFERENCES, MEETINGS AND SEMINARS IN CONJUNCTION WITH THE BUSINESS OF SAID OFFICE THROUGHOUT 2016.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of January, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was submitted to the Board of County Commissioners by I. Jean Meckstroth, Municipal Clerk of Courts:
January 7, 2016

TO: The Board of Commissioners

FROM: I. Jean Meckstroth, Clerk of Courts – Municipal Court

SUBJECT: Travel and Related Expenses for Calendar Year 2016

Gentlemen:

I do hereby request that you allow funds not to exceed \$4,500.00 for Travel expenses, registrations for conferences and seminars, mileage, gasoline, hotel rooms and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy for the Clerk of Courts and various Deputy Clerks of the Auglaize County Municipal Court Clerk's Office. These funds will enable the Clerk and various Deputies to attend District Meetings of the Ohio Municipal Court Clerk's Association, Educational Seminars sponsored by the Ohio Supreme Court, conferences sponsored by The Ohio Municipal Court Clerk's Association, and other meetings for the educational enhancement of the Clerk's office. These funds are currently budgeted in 001.0211.530700 and 001.0211.530900.

I further request that you allow funds not to exceed \$7,000.00 for travel expenses, Registrations for conferences and seminars, mileage, gasoline, hotel rooms and meal expenses in accordance with the Auglaize County Travel Reimbursement Policy for the Clerk of Courts and various Deputy Clerks of the Auglaize County Municipal Court Clerk's office. These funds will enable the Clerk and various Deputies to attend training seminars and District computer meetings. I intend to share these funds with Judge Gary W. Herrman and his staff as we continue to receive training on the computer system currently being used in the Auglaize County Municipal Court. These funds are currently budgeted in 030.0030.530700 and 030.0030.530900.

This dual request is made in accordance with the separation of funds being the Clerk's General Fund budget and the separate fund being collected as directed by Court Order for deposit in the Clerk's Computer Fund - Municipal Court.

s/I. Jean Meckstroth
I. Jean Meckstroth,
Clerk of Courts

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the above request for travel expenses for meetings, etc. throughout the year 2016, for the Clerk and Deputies of the County's Municipal Court, providing all is in accordance with the County Travel Policy and bills/receipts are presented in a proper manner.

Resolution – continued – page 2
Annual expenses for Municipal Court Clerk
January 14, 2016

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

Adopted this
14th day of
January, 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: Clerk of Courts

IN THE MATTER OF RECORDING INVENTORIES FILED BY JANUARY 11, 2016.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of January, 2016.

Commissioner *Spencer* moved the adoption of the following

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, Section 305.18, the deadline for filing of annual office inventories is the second Monday of January; thus making the deadline January 11th for the year 2016; and,

WHEREAS, the following offices/departments have complied with said Code Section and filed their inventories as tabulated:

<u>NAME OF DEPARTMENT/OFFICE</u>	<u>DATE FILED</u>
Adult Probation	January 7, 2016
Auditor & Data Processing	December 24, 2015
Auglaize Acres	January 7, 2016
Board of Elections	January 4, 2016
Child Support Enforcement Agency	January 11, 2016
Clerk of Courts	January 8, 2016
Common Pleas Court	January 7, 2016
Computer Operations/Technology Office	December 31, 2015
Coroner	December 21, 2015
County Commissioners	December 21, 2015
Courthouse Security	December 29, 2015
DD Board	January 7, 2016
Emergency Management	January 11, 2016
Engineer's Office/Garage	January 11, 2016
Grand Lake Task Force	January 11, 2016
Job & Family Services	January 11, 2016
Juvenile Probation Office	January 6, 2016
Law Library	January 7, 2016
Municipal Court Clerk	January 8, 2016
Municipal Court Judge	January 11, 2016
Municipal Court West (St. Marys)	January 8, 2016
Municipal Probation	January 11, 2016
OSU Extension	January 5, 2016
Probate/Juvenile/Domestic Relations Courts	January 6, 2016
Prosecuting Attorney/Victims Assistance	January 6, 2016
Public Defender	January 5, 2016
Recorders & Microfilm	December 29, 2015
Sheriff	January 8, 2016
Soil & Water Conservation	December 3, 2015
Solid Waste Mgmt. Dist.	December 29, 2015
Title Department	January 8, 2016
Treasurer	December 9, 2015
Veterans Service Commission	January 11, 2016
Victims Assistance	January 6, 2016

Resolution - continued
Filing of inventories
January 14, 2016

Weights & Measurers
Administration Building
Courthouse/Attic
Miscellaneous Buildings
Dog Warden

December 24, 2015
December 21, 2015
December 21, 2015
December 21, 2015
January 11, 2016

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby accept the above mentioned inventories for 2016 as filed by the various county offices; and,

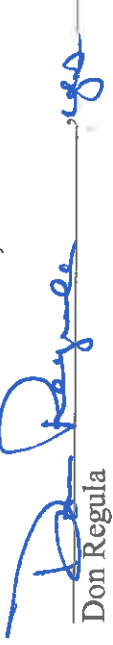
WHEREAS, the following office/department has not, as of this date, filed its inventories: there were no departments that did not file.

THEREFORE BE IT RESOLVED that the Board of County Commissioners does hereby direct the Clerk of the Board to inform the above mentioned offices/departments, by way of a copy of this Resolution, of their non-compliance.

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

Adopted this
14th day of
January, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Don Regula


John N. Bergman


Douglas A. Spencer

**IN THE MATTER OF AUTHORIZING TO AN ELECTRONIC MONITORING SERVICE AGREEMENT
WITH BI INCORPORATED FOR USE BY JUVENILE PROBATION.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of January, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, BI Incorporated has presented to the Auglaize County Juvenile Probation Chief Officer, Sally Imondi, a demonstration monitoring service agreement for 24 hour, 7 day per week basis, GPS ankle monitoring devices for an initial term of this agreement is for one (1) year from the effective date, and will renew automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein; and,

WHEREAS, the Board has been requested by Officer Imondi to authorize the electronic monitoring service agreement and execute same as it has met the approval of the Juvenile Probation Office.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the electronic monitoring service agreement for an initial term of one (1) year from the effective date for GPS ankle monitoring devices for juvenile offenders placed on home detention monitoring program; and,

BE IT FURTHER RESOLVED that the Board does authorize Don Regula, as President of the Board of County Commissioners, Auglaize County, Ohio to execute said agreement with BI Incorporated.

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

Adopted this
14th day of
January, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula, yes
Don Regula

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

✓ cc: Juvenile Probation Officer –
Sally Imondi

ELECTRONIC MONITORING SERVICE AGREEMENT

Agreement No. 121714VG1

This Electronic Monitoring Service Agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6400 Lookout Road, Boulder, CO 80301 and AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS ("Agency") with its principal place of business at 209 Blackroot Street, Room 201, Wapakoneta, OH 45895.

This Agreement outlines the responsibilities of each party relative to the operation of an electronic monitoring program.

This Agreement by the stated parties is effective as of the date of Agency's signature and the earlier of either BI's signature or implementation of services as provided herein ("Effective Date"), in which event the Monitoring Service Agreement No. 122000S1 shall terminate.

WHEREAS, Agency has determined that a present need exists for the products and services set forth in this Agreement; and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject; and

WHEREAS, Agency and BI agree that the terms and conditions of this Agreement apply to the products and services to be provided hereunder; and

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1 "Active Unit": A Unit which is assigned to a Client and is being monitored by BI.
- 1.2 "Active Unit Day": Any day, or any portion thereof, in which there is an Active Unit.
- 1.3 "Authorized Personnel": Those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.
- 1.4 "Client": A person subject to Agency's electronic monitoring program.
- 1.5 "Confidential Information": Any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.
- 1.6 "Documentation": User guides, reference manuals, and other documentation provided by BI in connection with the Equipment provided under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.
- 1.7 "Equipment" or "Unit": Manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.
- 1.8 "GPS": Global positioning system.
- 1.9 "Supplies": Straps, latches, and batteries for the BI transmitter.

2. Monitoring Service

- 2.1 **Description.** The Monitoring Service consists of Equipment or Units and BI's central host computer system running TotalAccess or similar monitoring software applications (described below). Units are issued to the Clients by the Agency. The TotalAccess system is located in BI's offices. The Units communicate with TotalAccess through cellular telephone service or the Client's landline telephone service.
- 2.2 **TotalAccess.** TotalAccess is a secure and password protected proprietary application that supports the BI continuum of radio frequency, GPS, and alcohol monitoring equipment
- 2.3 **System Maintenance.** Agency acknowledges that BI must perform periodic maintenance on the host computer system. During the performance of this maintenance, the system may be required to be

temporarily 'off-line'. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. BI'S SERVICES

3.1 Training.

3.1.1 Initial Training. BI will provide an initial training session at no cost to Agency regarding the operation and use of the services provided in this Agreement prior to the commencement of the Agency's electronic monitoring program. This training is a requirement before commencement of services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training certified by BI.

3.1.2 TotalAccess Training. All TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 Additional Training. Additional training is available and may be subject to a training charge.

3.2 Agency Support. BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, monitoring services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 Rental Maintenance. BI shall maintain the Equipment provided hereunder at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI. Shipment shall be in accordance with BI's Return Material Authorization (RMA) Policy described in subsection 3.4 below.

3.4 Return Material Authorization (RMA) Policy. Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels or without an RMA number will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

4. EQUIPMENT

4.1 Supplied by BI. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing BI supplied Equipment shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and installation kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.

4.2 Supplied by Agency. Agency may, subject to prior approval by BI, supply its own Units or equipment to be utilized hereunder. Any such Unit or item of equipment must be compatible with BI's host computer monitoring system. Units and/or equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1 and/or Section 6.2. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Unit supplies (batteries, latches, and straps) if it is supplying Units and/or Equipment hereunder.

4.3 Inspection of Equipment. Upon providing written notice at least two (2) business days prior, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting it, observing its use, or conducting an inventory.

4.4 Freight. BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

5. AGENCY'S OBLIGATIONS. Agency agrees as follows:

- 5.1 to identify Authorized Personnel;
- 5.2 to retain complete authority and responsibility for Client selection, enrollment and alert management;
- 5.3 to be responsible for all liaison work with the involved courts and/or agencies;
- 5.4 to fulfill all Agency requirements to access and utilize BI's TotalAccess monitoring system;
- 5.5 to perform or oversee orientation in compliance with BI policy. Orientation, in accordance with BI policy, establishes Equipment use guidelines. Agency will ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment.
- 5.6 to be responsible for the proper use, management and supervision of Equipment; and
- 5.7 to ensure that users have completed training in access and use of the Monitoring Service, including TotalAccess.

6. COST OF SERVICES

- 6.1 **Unit Rental Charge.** For every Unit provided to Agency by BI, Agency shall pay to BI rent for each day in any given month that a Unit is in Agency's possession (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A.
- 6.2 **Additional Rental Charge.** For any additional items of Equipment or component of a Unit provided by BI and in Agency's possession, Agency shall pay to BI daily or monthly rent for that item of Equipment as set forth in Exhibit A.
- 6.3 **Service Charge.** Every Active Unit is subject to a daily charge as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.
- 6.4 **Net 30.** BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of receipt of BI's invoice. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.
- 6.5 **Taxes.** Except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

7. TERM, TERMINATION, RENEWAL

- 7.1 **Term.** The initial term of this Agreement is for one (1) year from the Effective Date, and will renew automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein.
- 7.2 **Termination for Convenience.** This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.
- 7.3 **Notice.** All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail or delivered by messenger.
- 7.4 **Termination for Default.** This Agreement may be terminated by a party upon thirty (30) days prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of any term of this Agreement, and the defaulting party does not remedy such default or breach within thirty (30) days following the date of such notice.
- 7.5 **Return.** Upon expiration or termination of this Agreement, Agency shall immediately return all property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the term of this Agreement or thereafter.

8. LIMITATION OF LIABILITY

- 8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.

8.2 Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE MONITORING SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE OR EQUIPMENT IS COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

8.3 Damages. IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

8.4 Acts. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

8.5 Telecom. Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downtime or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

9. INDEMNIFICATION COVENANTS

9.1 General. BI will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of BI, its employees and agents in the providing of the services set forth herein.

9.2 Acts. This Section is omitted.

9.3 Survival. This Section 9 shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

10.1 BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

10.2 Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the Documentation or any confidential information or trade secrets of BI.

10.3 BI will issue Agency a login ID and a password for use in accessing Total Access and the specific Client information for that Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful control of the login ID and password. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password.

10.4 Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or

analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology.

10.5 Agency agrees not to make any attempt to gain any unauthorized access to any other Agency's or user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and could result in criminal and civil liability.

10.6 Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

11. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect.

12. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, telecommunications services -- both wireless and wire systems, including cell phones, pagers, and the like, differences with employees or similar or dissimilar causes beyond BI's reasonable control.

13. GENERAL

13.1 Each party is obligated to protect the proprietary rights and trade secrets which must be revealed during the course of business. Such obligation shall be for the term of the Agreement and five (5) years thereafter. Protection shall be interpreted as against the use of such information in a way deemed detrimental to the other party. Publicly available information shall not be considered proprietary.

13.2 This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.

13.3 Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event that a dispute arises with respect to any of the provisions herein contained or any other matter affecting the relationship between BI and Agency it shall be resolved by arbitration in Columbus, Ohio in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses (including arbitration and or court costs, witness fees and other reasonable expenses) shall be awarded to the prevailing party.

15. ENTIRE AGREEMENT. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

16. ASSIGNMENT AND SUBCONTRACTING. This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written approval of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS

Signature 

Ruth Skerianec

Printed Name

Don Regula

Printed Name

VP, Financial Planning

Printed Title

President, Auglaize County Board of Commissioners

Printed Title

Date

January 14, 2016

Date

EXHIBIT A

TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT
Agreement No. 121714VG1 ("Agreement")

between
BI INCORPORATED ("BI")
and

AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS ("Agency")

Pursuant to Section 6 of the Electronic Monitoring Service Agreement referenced above, the cost to Agency for the services rendered by BI is as follows:

1. HOMEGUARD 200 UNIT CHARGES:

Service - Full

HomeGuard® 200 Unit Rental Charge: \$1.68 per day per Unit provided from BI inventory.

HomeGuard 200 Monitoring Service Charge: \$2.07 per Unit per active day.

Total HomeGuard 200 Unit Charge: \$3.75 per Unit per day.

Additional Rental Charges:

Drive-BI Monitor: \$4.50 per unit per day.

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Five Percent (5%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 5% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 5% allowance, Agency will incur a \$1.68 charge per unit per day.

Five Percent (5%) HomeGuard 200 Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 200 Units equal to, but not to exceed, 5% of the average daily total number of active HomeGuard Units in Agency's possession. Replacement costs for HomeGuard 200 Units in excess of the 5% allowance are the following: HomeGuard 200 Receiver - \$1,320.00 each and HomeGuard 200 Transmitter - \$575.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

2. HOMEGUARD 206 UNIT CHARGES:

Service – Standard Automated

HG206 HomeGuard Digital Cell Unit Rental Charge: \$3.00 per day per Unit provided from BI inventory.

HG206 HomeGuard Digital Cell Monitoring Service Charge: \$1.00 per Unit per active day.

Total HG206 HomeGuard Digital Cell Unit Charge: \$4.00 per Unit per day.

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

One (1) HG206 HomeGuard Digital Cell Unit No-charge Spare: Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, 1 inactive HG206 HomeGuard Digital Cell Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG206 HomeGuard Digital Cell Units in excess of the 1 spare allowance, Agency will incur a \$3.00 charge per unit per day. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No HG206 HomeGuard Digital Cell Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HG206 HomeGuard Digital Cell Units. Replacement costs for HG206 HomeGuard Digital Cell Units are the following: HG206 HomeGuard Digital Cell Receiver - \$1,620.00 each; and HG206 HomeGuard Digital Cell Transmitter - \$575.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

3. **EXACUTRACK SERVICE CHARGES:**

Service – Standard Automated

EXACUTRACK ONE CHARGES:

ExacuTrack One Tracker Component Rental: \$3.00 per day per Unit provided from BI inventory.

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:

Description: ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.

ExacuTrack One 1.30.A0 ZX Service: \$1.90 per day per Unit provided from BI inventory.

ExacuTrack One 1.30.A0 ZX Total: \$4.90 total of ExacuTrack One Components and ExacuTrack One 1.30.A0 ZX Service charges.

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

One (1) ExacuTrack One Unit No-charge Spare: Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, 1 ExacuTrack One Tracker Unit at no charge (not subject to the Unit Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 1 spare allowance, Agency will incur a \$3.00 charge per unit per day. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$250.00 each; ExacuTrack One Tracking Unit - \$1,740.00 each; ExacuTrack One fiber optic Strap - \$60.00 each; and ExacuTrack One wallcharger - \$60.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

County Commissioners Office
Auglaize County, Ohio
January 14, 2016

No. 16-030

IN THE MATTER OF RENEWING AN AGREEMENT WITH GREEN ACRES FOR LAWN CARE AT THE AUGLAIZE ACRES FACILITY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of January, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS Green Acres has provided lawn care for the Auglaize Acres grounds for the past 9 years and the Acres have found their service to be very good; and,

WHEREAS, Auglaize Acres Administrator Kim Sudhoff has submitted a recommendation to renew the agreement with Green Acres quoting professional lawn care as follows with no increase in price for 2016.

2016 Program – Spring – Weed & feed plus crabgrass control	\$320.00
Fall – Weed control and balanced fertilizer	\$320.00
Total	\$640.00

THEREFORE BE IT RESOLVED, as prices have not increased, the Board of Commissioners of Auglaize County, Ohio does hereby approve the renewal agreement between Auglaize Acres and Green Acres for the lawn care to the facility as mentioned above, at the rate mentioned; and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said contract.

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

Adopted this
14th day of
January, 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: Auglaize Acres
✓ Green Acres

County Commissioners Office
Auglaize County, Ohio
January 14, 2016

No. 16-031

**IN THE MATTER OF APPOINTING THREE DELEGATES AND THREE ALTERNATES TO THE
AUGLAIZE COUNTY REGIONAL PLANNING COMMISSION.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of
January, 2016.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the terms of the Delegates and Alternates from the county municipalities serving on the Auglaize County
Regional Planning Commission expired on December 31, 2015.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby
appoint the following persons to serve two year terms beginning on January 1, 2016 and expiring on December
31, 2017:

As Delegates: Charles Kantner, Thomas Fliederjohann, Kurt Rodeheffer
As Alternates: John N. Bergman, Don Regula, Katie Ruck

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

Adopted this
14th day of
January, 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: All delegates
✓✓