

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 18th day of January, 2018.

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:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
421162	\$ 513.95	TELEPHONE SERVICE CO.
421163	\$ 351.28	FRIENDS SERVICE COMPANY, INC
421166	\$ 372.36	WAPAKONETA DAILY NEWS
421168	\$ 115.82	TRICIA B CRAMER
421171	\$ 477.11	GALLS, LLC
421173	\$ 120.00	PANTRY PRIDE
421175	\$ 247.00	OHIO STATE BAR ASSOCIATION
421178	\$ 750.00	JUAN TORRES-CORDERO,MD
421180	\$ 1,180.86	LEADING AGE OHIO
421182	\$ 2,520.00	ECS BILLING & CONSULTING SOUTH
421183	\$ 193.00	PITNEY BOWES GLOBAL FINANCIAL
421185	\$ 150.87	SARAH A IMONDI
421188	\$ 392.53	DIANE M SCHULZE
421188	\$ 173.83	DIANE M SCHULZE
421190	\$ 102.95	JENNIFER M MULLENHOUR
421191	\$ 2,292.91	AUGLAIZE ACRES ACTIVITIES DEPT
421192	\$ 400.00	JASON HUDY
421195	\$ 3,574.61	SPECIALIZED ALTERNATIVES FOR
421196	\$ 375.00	PUMP N PACK SHELL
421198	\$ 164.04	MAILFINANCE INC
421200	\$ 5,221.34	WELLFOUNT CORPORATION
421203	\$ 175.00	CLEMAN, NELSON & ASSOC, INC
421204	\$ 150.00	G A WINTZER & SON CO
421205	\$ 1,500.00	RECOVERY SERVICES OF
421208	\$ 7,476.56	AMEA HEALTHCARE, LLC
421209	\$ 184.00	BRITTANY SCHEER DBA
421211	\$ 165.00	F & J HOME IMPROVEMENTS &
421212	\$ 2,128.00	LEADSONLINE LLC
421213	\$ 451.91	OHIO HEALTH CARE ASSOCIATION
421215	\$ 237.42	KATTERHEINRICH MOTOR SALES,INC
421217	\$ 381.00	AMERICAN BAR ASSOCIATION
421218	\$ 384.14	STELLAR SERVICES LLC
421219	\$ 2,609.50	NORTHWESTERN OHIO COMMUNITY
421221	\$ 270.52	AMERATHON LLC DBA AMERICAN
421224	\$ 482.44	LOWE'S BUSINESS ACCT/GEMB
421225	\$ 128.32	JULIE ECHOLS
421226	\$ 165.36	PERFORMANCE HEALTH SUPPLY, INC
421227	\$ 160.00	MOMENTUM COUNSELING AND
421228	\$ 230.00	JOHN D MEYER
421229	\$ 453.00	FISHER VANDEMARK & FISHER
421229	\$ 140.00	FISHER VANDEMARK & FISHER
421230	\$ 1,881.72	BARRETT PAVING MATERIALS, INC
421232	\$ 261.00	MILLER'S TEXTILE SERVICES, INC
421234	\$ 527.86	DW OFFICE SUPPLIES & FURNITURE
421235	\$11,160.00	MARSH FOUNDATION SCHOOL
421236	\$ 119.71	LIVING DESIGN, INC
421237	\$ 126.30	AUGLAIZE ACRES
421239	\$ 1,578.52	ADRIEL SCHOOL INC
421240	\$ 754.00	LEXIS NEXIS
421241	\$ 245.00	LEXIS NEXIS
421243	\$ 218.56	BURKE'S PETROLEUM, INC
421245	\$ 460.60	BI, INC
421250	\$ 560.00	WEST CENTRAL OHIO NETWORK
421251	\$ 869.00	KRITES EXCAVATING LLC
421253	\$ 2,214.91	GORDON FOOD SERVICE, INC
421253	\$ 5,307.23	GORDON FOOD SERVICE, INC
421255	\$ 3,082.34	MCKESSON MEDICAL-SURGICAL
421256	\$ 797.88	RENEE PLACE
421257	\$ 713.25	NKTELCO, INC
421258	\$ 6,000.00	TADD INVESTMENTS

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
421260	\$38,313.00	MIAMI COUNTY
421262	\$ 1,651.02	WEST OHIO COMMUNITY ACTION
421263	\$ 333.02	WEST OHIO COMMUNITY ACTION
421264	\$ 123.85	PATHOLOGY LABORATORIES, INC
421265	\$ 207.00	PATHOLOGY LABORATORIES, INC
421267	\$ 1,750.00	CIVICA CMI
421268	\$ 500.00	OTTAWA OIL COMPANY, INC
421269	\$ 211.68	US BANCORP
421270	\$ 143.38	SARAH LEE
421271	\$ 104.33	ROBB HEMMELGARN
421272	\$ 284.00	THE HEARN LAW OFFICE
421273	\$ 430.00	THE HEARN LAW OFFICE
421274	\$ 500.00	BARBARA STAHLER
421275	\$ 3,000.00	DOMINION ENERGY OHIO
421276	\$ 304.76	DOMINION ENERGY OHIO
421277	\$ 335.64	DOMINION ENERGY OHIO
421278	\$ 149.18	DOMINION ENERGY OHIO
421279	\$ 3,805.63	DOMINION ENERGY OHIO
421280	\$ 606.92	DOMINION ENERGY OHIO
421282	\$ 374.93	MARK FREEMAN
421284	\$ 204.91	HEATHER MAHAFFEY
421285	\$ 213.75	SCHINDLER ELEVATOR CORP
421288	\$ 6,000.00	AUGLAIZE CO TREASURER
421289	\$ 6,000.00	AUGLAIZE CO TREASURER
421290	\$ 450.00	AUGLAIZE CO TREASURER
421291	\$ 300.67	LUCAS KIEFER

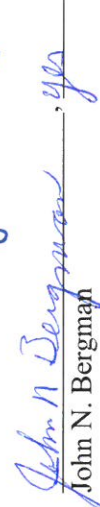
Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
18th day
January, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula


John N. Bergman

 cc: County Auditor

IN THE MATTER OF APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE BETWEEN AUGLAIZE COUNTY AND MILLER AUTO, INC.; AND AUTHORIZING THE EXECUTION OF SAID SETTLEMENT AGREEMENT AND GENERAL RELEASE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of January, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, a snow plow owned by Auglaize County incurred damages in 2017; and,

WHEREAS, Auglaize County has pursued a subrogation claim against Miller Auto, Inc. relating to the damages to the snow plow; and,

WHEREAS, a Settlement Agreement and General Release relating to such claim has been presented to the Board of Auglaize County Commissioners for approval and execution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Settlement Agreement and General Release between the Auglaize County Board of Commissioners and Miller Auto, Inc. and does authorize the execution of said Settlement Agreement and General Release by the Auglaize County Board of Commissioners.

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

Adopted this
18th day of
January, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

cc: Engineer
Prosecuting Attorney Ed Pierce
Gallagher Bassett

SETTLEMENT AGREEMENT & GENERAL RELEASE

The parties to this SETTLEMENT AGREEMENT AND GENERAL RELEASE (this "Agreement"), Auglaize County Board of Commissioners, on its own behalf and on behalf of its past and present parents, subsidiaries, and affiliates, and its respective past and present predecessors, successors, assigns, and representatives, officers, directors, agents, and employees ("Auglaize County"), on the one hand, and Miller Auto Inc., on its own behalf and on behalf of its past and present parents, subsidiaries, and affiliates, and its respective past and present predecessors, successors, assigns, and representatives, officers, directors, agents, and employees ("Miller Auto"), on the other hand, agree that:

WHEREAS, this Agreement is the product of negotiation and compromise between Auglaize County and Miller Auto to resolve the dispute to the parties' satisfaction. The parties have been afforded an adequate opportunity to read and consider the terms of this Agreement and to consult with an attorney of their choosing, regarding the content, meaning and impact of this Agreement, and have carefully considered other alternatives to executing this Agreement.

NOW, THEREFORE, Miller Auto and the Auglaize County, for the good and valuable consideration state below, the sufficiency of which is acknowledged, agree as follows.

1. In exchange for the promises set forth herein, Auglaize County, on its own behalf and on behalf of its past and present parents, subsidiaries and affiliates, and its respective past and present predecessors, successors, assignees, representatives, officers, directors, agents and employees, voluntarily and knowingly releases Miller Auto, its divisions, affiliates, parent and related companies, predecessors, successors, partners, members, directors, officers, trustees, employees, independent contractors, consultants, owners, agents, benefit plans, subrogees, insurers, representatives, and assigns, whether alleged to have acted in their official capacities or personally (collectively, the "Released Parties") completely and forever, from any and all claims, complaints, causes of action, suits, contracts, promises, or demands of any kind, which Auglaize County may now have, whether known or unknown, intentional or otherwise, from the beginning of time to the Effective Date of this Agreement.
2. In exchange for the promises set forth herein, Miller Auto, on its own behalf and on behalf of its past and present parents, subsidiaries and affiliates, and its respective past and present predecessors, successors, assignees, representatives, officers, directors, agents and employees, voluntarily and knowingly releases Auglaize County, its divisions, affiliates, parent and related companies, predecessors, successors, partners, members, directors, officers, trustees, employees, independent contractors, consultants, owners, agents, benefit plans, subrogees, insurers, representatives, and assigns, whether alleged to have acted in their official capacities or personally (collectively, the "Released Parties") completely and forever, from any and all claims, complaints, causes of action, suits, contracts, promises, or demands of any kind, which Miller Auto may now have, whether known or unknown, intentional or otherwise, from the beginning of time to the Effective Date of this Agreement.
3. The parties acknowledge and agree that this Agreement is not an admission of any wrongdoing by either party. To the contrary, both parties specifically deny any and all

wrongdoing under any federal, state, or local statute, public policy, tort law, contract law, or common law.

4. In exchange for Auglaize County's promises contained herein, Miller Auto agrees to pay Auglaize County a total of Eleven Thousand Dollars and 00/100s (\$11,000.00) (the "Settlement Amount") as full and final settlement of any and all claims asserted in the parties dispute, or which could have been asserted in the parties dispute, including but not limited to all claims arising from or in any way related to Miller Auto's towing services. Auglaize County waives any claim it has or may have for interest on the Settlement Amount. Auglaize County acknowledges that there is no obligation to make this payment unless Auglaize agrees to the terms in this Agreement as evidenced by delivery of an executed counterpart to this Agreement by Auglaize County. This payment shall be made with twenty-one (21) days of receipt of a signed original Agreement and completed W-9 Form from Auglaize County. Payment of the Settlement Amount shall be made with a check made payable to Auglaize County, in the gross amount of \$11,000.00 in full satisfaction of this dispute. No interest shall accrue on this sum. Miller Auto, Inc. will issue Auglaize County an IRS Form 1099 for this sum.

5. Auglaize County understands and agrees that it is prevented from filing any complaint against Miller Auto, its divisions, affiliates, parent and related companies, predecessors, successors, partners, members, directors, officers, trustees, employees, independent contractors, consultants, owners, agents, benefit plans, subrogees, insurers, representatives, and assigns, whether alleged to have acted in their official capacities or personally (collectively, the "Released Parties") completely and forever relating to this matter.

6. Auglaize County understands and agrees that this Agreement covers all claims described in Paragraph 1, including but not limited to all claims arising out of or related to Miller Auto towing.

7. The parties agree that if any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, including the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. In addition, the parties agree that they shall not seek, either directly or indirectly, to have any term of this Agreement held unenforceable, including the general release language.

8. This Agreement contains the complete understanding between the parties. The parties agree that no promises or agreements shall be binding or shall modify this understanding unless in writing and signed by all parties.

9. The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of the State of Ohio without regard to any state conflict of law rules.

10. The Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute a single

memorandum. If Auglaize County signs a facsimile copy of this Agreement, it will thereafter promptly provide Miller Auto with conforming original copies.

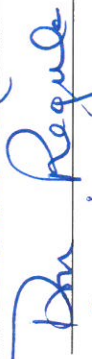
11. The parties agree that the Effective Date of this Agreement is the date that the last party signs it.

[Intentionally Left Blank]
THE PARTIES AGREE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND AND AGREE TO ITS TERMS, AND HAVE KNOWINGLY AND VOLUNTARILY SIGNED IT ON THE DATES WRITTEN BELOW.

Auglaize County Board of Commissioners

By:  Date: 1/18/18

Its: Commissioner

By:  Date: 1-18-18

Its: Commissioner

By:  Date: Jan 18, 2018

Its: Commissioner

Miller Auto, Inc.

By: _____

Its: _____

Date: _____

IN THE MATTER OF AUTHORIZING THE SECUREMENT OF A NOTE FOR THE BLASÉ #2 COUNTY DITCH IMPROVEMENT FROM MINSTER BANK.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of January, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on December 26, 2017, in Resolution #17-537 the Board of County Commissioners authorized the securement of interest costs for a note in the following amount for the balance of money needed to complete the following ditch improvement:

Blasé #2 Ditch project\$57,479.51; and,

WHEREAS, the following quotations were received for the above mentioned note:

Minster Bank Blasé #2 3.15%
First National Bank 3.39%; and,

WHEREAS, the quotations were shared with County Auditor Janet Schuler, for her review and recommendation with said recommendation being to award the ditch note to Minster Bank as said bank met the bid requirements for this project.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the securement of an eight year (16 semi-annual installments) note in the amount of \$57,479.51 at the rate of interest of 3.15% for the Blasé #2 Ditch Project for the balance of money needed to complete the payment of the ditch project.

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

Adopted this
18th day of
January, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

John N. Bergman
John N. Bergman

cc: County Engineer, County Auditor, Bidders