

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, 2011.

Commissioner Requia 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>	<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
347140	502.59	Auglaize Co. Treasurer	347218	10867.06	Hancor, Inc.
347141	142.64	Quill Corp.	347219	446.64	Time Warner Cable
347143	119.07	Friends	347222	113.12	St. Rita's Medical Center
347145	445.85	Brown's Supply	347223	185.00	Ostendorf Computer Service
347146	1371.30	Unique Paving			
347147	287.40	Walter & Sons			
347149	359.73	National Lime & Stone			
347150	500.00	Columbia Estates	347225	173.40	Nickles Bakery
347152	28500.00	Auglaize Co. Airport Authority	347226	116.99	Direct Supply
347153	3126.49	Gensco Tires	347230	846.25	Hull & Associates, Inc.
347160	204834.75	Auglaize Co. Educational Service Center	347235	259.09	First Communications
347161	100.49	DEX	347236	311.24	First Communications
347165	223.36	St. Marys Twp. Fire Dept.	347239	4950.00	Convergent Technology Solutions
347167	229.00	Lima News			
347169	1250.00	Arc of Ohio	347240	581.50	OSU College of Veterinary Medicine
347173	105.00	Northwestern Ohio Security Systems	347241	249.45	Brechbuhler Scales, Inc.
347176	260.00	CRT & S Inv. Snow Plowing	347242	174.37	NKTELCO Wireless
347179	117.15	Sentimental Productions	347245	36870.81	Petermann
347180	157.38	Newell Equipment	347248	1260.20	Four-U-Office Supplies
347181	4287.56	Duff Quarry	347249	488.78	Smith Boughan Inc.
347185	193.00	Pitney Bowes	347253	7566.67	Gordon Foods
347187	195.92	Schmiesing Refrigeration	347254	160.00	Logan County JDC
347189	124.93	Commercial Parts & Service	347256	1135.73	Community Market
347190	703.12	Rightway Foods	347258	1811.00	Frost Roofing Inc.
347191	652.04	Konica Minolta	347260	345.71	Nktelco DBA Gold Star Communication
347192	9000.00	Ohio Assn. of Co. Bd. of DD	347260	198.19	Nktelco DBA Gold Star Communication
347195	100.00	Fairfield Computer	347263	792.19	US Bank
347197	161.00	Kilbourne Medical Laboratory	347264	100.00	Snyder Solutions, Inc.
347199	1496.65	Wescom Solutions	347265	232.49	JP Morgan Chase Bank
347202	1000.00	Auglaize Family Practice	347266	466.26	Office Equipment Finance Services
347204	700.00	Brad Bartlett DBA Rosebud	347266	611.00	Office Equipment Finance Services
347205	850.00	Tom Helmstetter	347268	63485.10	West Central Juv. Detention Center
347206	10946.97	Trupointe	347269	245.88	Ohio Utilities Protection Service
347207	1302.80	William R. Zimmerman, Jr.	347272	126.23	A2Z Balloon Company
347208	25641.81	Detroit Salt	347275	189.86	Office Depot
347209	1002.00	Marie Von Der Embse	347276	278.21	Rumpke Consolidated Companies
347210	1534.00	Emergency Reporting			
347212	129.88	Thad Hemleben	347278	12041.08	Treasurer State of Ohio
347213	3568.50	Spring Creek Corp.	347279	220.40	Anthem Life Insurance
347216	175.00	Clemans, Nelson & Assoc.	347280	1000.00	Aug. Co. Family & Children
347217	1140.33	Pitney Bowes			
347282	7783.60	Sources	347281	907.00	Armor Fire Protection
347283-284	10676.11	Dominion Gas	347292	150.00	Auglaize County Treasurer
347286	374.63	Prairie Farms			
347287	5070.00	Mitchell & Associates			
347288	315.48	Stericycle			
347291	7848.58	Auglaize County 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
25th day of
January, 2011

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

cc: County Auditor

IN THE MATTER OF APPROVING THE CONTRACT AND BOND FOR SAND RIDGE EXCAVATING FOR THE MOULTON DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of January, 2011.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Engineer's office has filed with this Board a contract and bond with Sand Ridge Excavating for labor and materials for said Moulton Ditch project petitioned under Senate Bill 160; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract and bond, as all appears to be in order.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract and bond with Sand Ridge Excavating, as presented, for the Moulton Ditch project; and,

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

BE IT FURTHER RESOLVED that the Secretary of the County Engineer prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

BE IT FURTHER RESOLVED that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

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

Adopted this
25th day of
January, 2011

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer *Yes*
Douglas A. Spencer

Don Regula *Yes*
Don Regula

✓cc: County Engineer

DITCH CONTRACT

Revised Code, Sec. 6131.41

In the Matter of the

MOULTON DITCH

SINGLE County Ditch Petitioned for by others.

SENATE BILL 160 PROJECT *and*

THIS AGREEMENT, *made and entered into on this* 19TH *day of* FEB ,2011,

by and between the County Commissioners of

AUGLAIZE COUNTY ,

, Ohio, and hereinafter designated as "First Party," and

SAND RIDGE EXCAVATING

of 20251 ROAD I-17 CLOVERDALE, OHIO 45827

hereinafter designated as "Second Party."

WITNESSETH, THAT SAID "SECOND PARTY," For and in consideration of the sum of EIGHTEEN THOUSAND TWO HUNDRED FIFTY-THREE AND 40/10 (\$ 18,253.40) Dollars, to be paid as hereinafter specified, hereby agree to furnish unto said "First Party." all the necessary materials, and do all the work and labor required to construct the MOULTON DITCH improvement petitioned for by SENATE BILL 160 PROJECT, and others, in accordance with plans, drawings and specifications for the same hereto attached, which plans, drawings and specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in charge, without hindrance or delay to any other branch or class of work on said

MOULTON DITCH , and to work in harmony with and to render such assistance to other branches of work as their connection therewith and the progress of the MOULTON DITCH may require. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 30th day of SEPTEMBER , 2011.

AND SAID "FIRST PARTY," for and in consideration of the true and faithful performance of said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second Party" said sum of EIGHTEEN THOUSAND TWO HUNDRED FIFTY-THREE AND 40/10 (\$ 18,253.40) Dollars, in installment from time to time, upon the certificate of acceptance of the County Engineer and as provided by law.

Now if the said

SAND RIDGE EXCAVATING

of 20251 ROAD I-17 CLOVERDALE, OHIO 45827

shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

Caroly Etter
signed - owner

Shirley Bombauer
witness

Sand Ridge Excavating
company - contractor

Joel Etter
witness

20251 Rd. I-17
street

Cloverdale, OH 45827
city, state, zip

The above CONTRACT and attached BOND being good and sufficient is approved this 25th day of January, 2011.

John M. Bergman
commissioner - Auglaize County

Douglas A. Spencer
commissioner - Auglaize County

Don Reagin
commissioner - Auglaize County

**BID GUARANTY AND
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, That we, the undersigned Sand Ridge Excavating, Inc.,
20251 RD I-17, Cloverdale, OH 45827

(Name and Address)

as Principal and Merchants Bonding Company (Mutual) as Surety, are hereby held and firmly bound

unto Auglaize County Commissioners

_____ as Obligee in the penal sum of the dollar amount of

the bid submitted by the Principal to the Obligee on January 11, 2011,
to undertake the Project known as:

Moulton Single County Ditch

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ dollars (\$ _____)

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and material furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 11th day of January, 2011.

PRINCIPAL:

SURETY:

Sand Ridge Excavating, Inc.

Merchants Bonding Company (Mutual)

BY: Carolyn Etter

BY: R. Scott Liptak

TITLE: President

Attorney-In-Fact R. Scott Liptak

Surety Company Address:

2100 Fleur Drive
Des Moines, IA 50321

Surety Agent's Address:

Drengler Liptak & Keller
P.O. Box 1606
Stow, OH 44224-0606

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Mark Drengler, Julianne M. Drengler, R. Scott Liptak, Kevin S. Keller,
Sharon Brickman, Gayle E. McClellan, Mary Ann Kipp

of Stow and State of Ohio its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

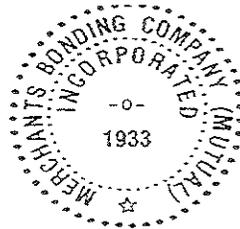
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 4th day of March, 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By

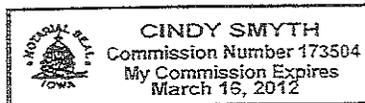
Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 4th day of March, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 11th day of January, 2011



William Warner Jr.

Secretary

Office of Financial
Regulation Services
50 West Town Street
Third Floor- Suite 300
Columbus, Ohio 43215
(614) 644-2658
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

Ted Strickland - Governor
Mary Jo Hudson - Director



Certificate of Compliance

Issued	03/22/10
Effective	04/02/10
Expires	04/01/11

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

MERCHANTS BONDING COMPANY (MUTUAL)

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)
Fidelity
Other Liability
Surety

MERCHANTS BONDING COMPANY (MUTUAL) certified in its annual statement to this Department as of December 31, 2009 that it has admitted assets in the amount of \$88,671,206, liabilities in the amount of \$28,549,826, and surplus of at least \$60,121,380.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Mary Jo Hudson in black ink.

Mary Jo Hudson
Director





MERCHANTS BONDING COMPANY (MUTUAL)

FINANCIAL STATEMENT DECEMBER 31, 2009

(STATUTORY BASIS)

ASSETS		LIABILITIES AND POLICYHOLDERS' SURPLUS	
		LIABILITIES	
* Bonds	\$ 58,955,783	Losses and Loss Adjustment Expense	\$ 13,799,101
* Stocks	13,631,515	Unearned Premiums	13,815,268
Real Estate	4,875,216	Dividends	1,063,043
Cash and Short-term Investments	4,101,324	Ceded Reinsurance Payable	(4,528,463)
Agents Balances or Uncollected Premiums	2,327,417	Amounts withheld for Others	1,986,441
Reinsurance Recoverable	494,305	Reserve for Commissions, Taxes, and Other Liabilities	<u>2,414,436</u>
Accrued Interest and Dividends	518,438	Total	\$ 28,549,826
Federal Income Taxes and Deferred Inc Tax	2,707,402		
Non-Qualified Plan	930,741	SURPLUS	
Other Admitted Assets	<u>129,065</u>	Unassigned Surplus	<u>\$ 60,121,380</u>
Total Admitted Assets	<u>\$ 88,671,206</u>	Total Liabilities and Surplus	<u>\$ 88,671,206</u>

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

I, Edwin De Kock, treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation, as of December 31, 2009, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Des Moines, Iowa this 23rd day of February, 2010.


 Edwin De Kock, Treasurer

DITCH CONSTRUCTION PROPOSAL

DELINQUENT TAX AFFIDAVIT

STATE OF OHIO, COUNTY OF AUGLAIZE:

TO: *The Auditor of Auglaize County*

The Affiant *Sand Ridge Excavating*
Name of person, organization, or company

Located at *20251 Rd. I-17 Cloverdale, OH 45827*
Address: street, city, state, and zip code

After being duly sworn states the following: The Affiant, at the time the bid for

Moulton Ditch was submitted (check one):

Was NOT charged with any personal property taxes on the general tax list of Auglaize County

Was charged with delinquent personal property taxes on the general tax list of Auglaize County in

the principal amount of \$ _____ with the sum of \$ _____ added for due and unpaid penalties and interest. Further the Affiant sayeth naught.

Sworn and subscribed by *Sand Ridge Excavating* this *6th* day of *January*, 20*11*.
Name of person, organization, or company

Carolyn Etter
Signature of person or authorized representative of Affiant

Before me, a notary public, on this *6th* day of *January*, 20*11*, personally appeared *Carolyn Etter*, the Affiant in the foregoing affidavit who acknowledged the signing thereof to be his/her voluntary act and deed. In testimony whereof, I have hereto subscribed my name and affixed my seal on this day and year aforesaid.

Geri Brubaker
(Notary Public)

My Commission Expires: *Sept 25, 2015*

The purpose of this affidavit is to comply with Ohio Revised Code Section 5719.042, which states:

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making the bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory of that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it submitted.

DITCH CONSTRUCTION PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF OHIO, COUNTY OF AUGLAIZE:

Bid Identification: **MOULTON DITCH BID**

The undersigned, being duly sworn, deposes and say that he/she President
(title)
of Sand Ridge Excavating
(name of contractor submitting bid)

The party hereby submitting the bid; that such bid is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder, has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

By: Carolyn Ester President
(Name & Title)

Subscribed and sworn to before me this 6th day of January, 20 11.

Geri Brubaker
(Notary Public)

my commission expires Sept 25, 2015

(Seal of Notary)

DITCH CONSTRUCTION PROPOSAL

AFFIDAVIT OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO
COUNTY OF AUGLAIZE

Carolyn Etter being duly sworn, deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Sand Ridge Excavating
("the Contracting Party")

2. The Contracting Party is a/an (select one):

Individual, partnership, or other unincorporated business association (including, without limitation, a professional association organized under Ohio Revised Code Chapter 1785), estate, or trust.

Corporation organized and existing under the laws of the State of Ohio

Labor organization

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I)(3) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J)(3) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13 (I) and (J), as applicable.

4. That none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Board of Auglaize County Commissioners or their campaign committee:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after MAY 4, 2007).

5. That none of the following have collectively made since MAY 4, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Auglaize County Board of Commissioners or their campaign committee:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after MAY 4, 2007).

6. I understand that a false representation on this certification constitutes a felony of the fifth degree pursuant to R. C. 3517.13(AA) and 3517.992(R)(3).

7. Any contract that contains a falsified certification shall be rescinded.

Affiant further sayeth naught.

By Carolyn Etter

Title President

SWORN TO BEFORE ME and subscribed in my presence this 6th day of January, 20 11.

Alex Brubaker
(Notary Public)

SEAL

My commission expires Sept 25, 2015

IN THE MATTER OF SETTING DATE, TIME AND PLACE TO RECEIVE BIDS FOR TOUCH SCREEN UPGRADE SOFTWARE FOR THE LAW ENFORCEMENT CENTER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of January, 2011.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Sheriff Al Solomon wishes to purchase software to upgrade the Touch Screen program within the Auglaize County Law Enforcement Center; and,

WHEREAS, the specifications for the Touch Screen program for the Auglaize County Law Enforcement Center have been completed; and,

WHEREAS, it is time to set a date and time to receive and publicly open bids for said software as requested.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby set February 10, 2011 at 1:00 p.m., in the Commissioners Chambers, Auglaize County Administration Building, 13093 Infirmary Rd – 2nd Floor, Wapakoneta, Ohio as the date, time and place to receive and publicly open bids for the Touch Screen Upgrade Software for the Auglaize County Law Enforcement Center.

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

Adopted this
25th day of
January, 2011

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: Law Enforcement Center – Steve Stienecker

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

Phone: 419-739-6710

Fax: 419-739-6711

January 26, 2011

TO: The Evening Leader

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 the following Legal Notice in your newspapers on Thursday, January 27, 2011, and Thursday, February 3, 2011.

Please send **Certificate of Publication and publication invoice** to:
Board of County Commissioners
209 S. Blackhoof St., Room 201
Wapakoneta, OH 45895

Thank you.

LEGAL NOTICE

The Board of County Commissioners, Auglaize County, Ohio, shall open bids on Thursday, February 10, 2011 at 1:00 p.m. in the office of the Board at the Auglaize County Courthouse, 13093 Infirmary Road – 2nd Floor, Wapakoneta, Ohio 45895 for the purchase of Jail Touch Screen Upgrade Software for use at the Auglaize County Law Enforcement Center.

All bids shall be submitted to the Board of County Commissioners in a sealed envelope and clearly marked “Bid Jail Touch Screen Upgrade Software”. Bids may be mailed or delivered in person to the office of the Board. Bids received after the designated time shall be returned to the bidder unopened. All bids received shall be accompanied by a bond or certified check, cashier’s check, or money order in the amount of five percent (5%) of the bid amount.

Bid specifications may be obtained by contacting the Board of County Commissioners at the above noted address or by calling the office of the Board at 1-419-739-6710.

The Board of County Commissioners hereby reserves the right to reject any and/or all bids, and further, the right to waive informalities, irregularities, and errors in the bidding process to the extent permitted by law.

By Order of the Board of County Commissioners
Auglaize County, Ohio
John N. Bergman, President
Douglas A. Spencer, Vice President
Don Regula, Member