

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 21st day of May, 2015.

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>
394560	\$10,559.00	Noll-Fisher
394571	\$ 175.00	Clemans, Nelson, & Assoc.
394579	\$ 1,182.17	Lowe's
394591	\$ 223.05	1 st Communications
394599	\$ 3,055.68	PDG

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

Adopted this
21st day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓cc: County Auditor

IN THE MATTER OF APPROVING A CONTRACTOR'S FINAL PAY REQUEST FROM SPECTRA CONTRACT FLOORING FOR THE CITY OF ST. MARYS 2014 CDBG KIWANIS PARK RUBBER SAFETY SURFACE PROJECT, USING FY 2013 CDBG ALLOCATION PROGRAM FUNDS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of May, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on September 9, 2014, Resolution #14-418, the Board of County Commissioners awarded the bid for the F.Y. 2013 CDBG Allocation Program project of the City of St. Marys 2014 CDBG Kiwanis Park Rubber Safety Surface Project to Spectra Contract Flooring at the cost of \$28,739.25; and,

WHEREAS, on November 25, 2015, Resolution #14-538, the Board of County Commissioners granted an extension of time to complete the 2014 CDBG Kiwanis Park Rubber Safety Surface Project due to the temperature decreasing. The installation of the rubber surface will be completed by May 31, 2015; and,

WHEREAS, on April 17, 2015, Resolution #15-153, the Board of County Commissioners approved Change Order #1 increasing the contract by \$3,864.94 for a contract total of \$32,604.19; and,

WHEREAS, the Board of County Commissioners has now been presented with a Contractor's Final Pay Request for \$32,604.19 from Spectra Contract Flooring through City of St. Marys.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request in the amount of \$32,604.19 and the CDBG grant will pay \$30,800.00 and the City of St. Marys will be responsible for the balance of the contract for \$1,804.19 and does authorize execution by the President of the Board of County Commissioners for said Contractor's Final Pay Request from Spectra Contract Flooring.

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

Adopted this
21st day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , Yes
Douglas A. Spencer

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

- ✓cc: Poggemeyer Design Group – Gayle Flaczynski
- ✓ Spectra Contract Flooring
- ✓ City of St. Marys – Craig Moeller

IN THE MATTER OF AWARDING BID FOR PARCEL #1 FOR THE 7.16 ACRES FOR THE HAY GROUND LEASE OF COUNTY OWNED FARMLAND LOCATED OF STATE ROUTE 65 TO KEVIN WRIGHT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of May, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, May 7, 2015 being the date set in Resolution #15-170, the Board of County Commissioners did on said date receive and publicly open bids for the lease of County owned hay ground located off of State Route 65 near Uniopolis; and,

WHEREAS, the Board of Auglaize County Commissioners have reviewed the bids; and,

WHEREAS, the highest bid for the hay ground lease was from Kevin Wright for \$78.00 per acre.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby award the bid for the lease of County owned 7.16 acres of hay ground to Kevin Wright; this award is for Parcel #1 at \$78.00 per acre; and,

BE IT FURTHER RESOLVED that the lease agreement is to be drafted with the Board of County Commissioners and hereby authorizes the Board to execute said lease agreement.

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

Adopted this
21st day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓ cc: Kevin Wright

LEASE AGREEMENT

This lease agreement is entered into this 21st day of May, 2015, by and between the Board of County Commissioners, 209 S. Blackhoof St., Room 201, Wapakoneta, Ohio 45895 Auglaize County, Ohio, hereinafter known as the **Lessor**, and **Kevin Wright, 18217 State Route 67, Wapakoneta, Ohio 45895**, hereinafter known as the **Lessee**.

1. Lease of the farm acreage. Lessor hereby leases to the Lessee APPROXIMATELY 7.16 ACRES CONSISTING of that tract of land which includes the area around the Uniopolis Sewer facility. Copies of the land map description of said tract is attached hereto marked "Exhibit A". The aforementioned tract is located off State Route 65 near Uniopolis.
2. Terms of the Lease. The terms of this lease shall begin on the date the agreement is signed and end at the end of the October 31, 2018 with the possibility of two (2) one (1) year extension after the initial three (3) year lease.
3. Rent. The Lessee agrees to lease the acreage for the consideration of **\$ 78.00 per acre**, per year, to be paid to the Lessor. The annual lease payment under this contract is to be paid, to the Lessor, at the above address in one payment, no later than June 1st. The County Commissioners' Clerk will invoice the Lessee May of each year.
4. Additional Terms. Within six (6) months from the date that this Lease shall terminate, the Lessee may exercise an option to extend the Lease for an additional year ending October 31, 2019 for the same lease per acre price and subject to the same terms and conditions as set forth in the Lease. Further, if Lessee exercises such renewal option the Lessee shall have six (6) months prior to October 31, 2019 to request the second extension of the Lease to October 31, 2020 at the same terms and conditions as set forth in the Lease. The Lessee would have the potential to lease the hay ground for the original period with two extensions periods for a total of five (5) years.
5. Repairs of tiles. If the Lessee shall notify the Lessor that the leased acreage has incurred tile damage, the Lessor will inspect the area and make a reasonable determination regarding the necessity of such repairs. If such repairs are deemed necessary, the Lessor will purchase the required materials and the Lessor will be responsible for all installations including any cost that might be incurred.
6. The Lessor shall be responsible for and shall pay all real estate taxes and assessments due during the term of this lease or any extensions thereof.

7. Lessee shall secure and shall be responsible for payment of a policy of general liability insurance for said leased premises in the amount of \$ 1,000,000 coverage and provide a copy to the Lessor. Further, the Lessee, his agents, employs, assigns or heirs shall hold the Lessor, it agents, employs, assigns, and successors harmless on any liability associated with Lessee's use of said premises and shall indemnify the Lessor for any loss or costs associated with a claim arising there from.
8. Lessee shall not assign any portion or the whole of premises described in this agreement without the express written consent of the Lessor.
9. This agreement may be terminated at any time by the signed mutual written agreement of the parties hereto.
10. The Board of County Commissioners reserves the right to remove any part of the leased acreage from the agreement. Notification of removal of the acreage shall be made to the Lessee before October 1st of the applicable planting year.

IN WITNESS WHEREOF, the parties have executed this agreement.

ATTEST:

Board of County Commissioners
Auglaize County, Ohio

Esther M. Lippel

Douglas A. Spencer
John N. Bergman
Don Regula

This document was acknowledged before me on May 21st, 2015 by Douglas A. Spencer, Don Regula, John N. Bergman, as the Board of Auglaize County Commissioners.

Esther M. Lippel
Notary Public



ESTHER M. LEFFEL
Notary Public, State of Ohio
My Commission Expires 03/23/17

ATTEST:

Lessee of Parcel #1 containing 7.16 acres:

Esther M. Lippel

Kevin Wright
Name: Kevin Wright
Address: 18217 St. Rt. 67,
Wapakoneta, OH 45895

This document was acknowledged before me on 20th, 2015, by

Kevin Wright
_____ for Name.
(Name)

Esther M. Lippel
Notary Public



ESTHER M. LEFFEL
Notary Public, State of Ohio
My Commission Expires 03/23/17

Auglaize County, Ohio



IN THE MATTER OF RECOMMENDING THE RE-APPOINTMENT OF ROGER PHILLIPS TO THE ALLEN, AUGLAIZE AND HARDIN COUNTIES ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of May, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County is a participating county in the Alcohol, Drug Addiction and Mental Health Services Board of Allen, Auglaize and Hardin Counties; and,

WHEREAS, the Board of Auglaize County Commissioners is to have three member appointments to this Health Services Board; and,

WHEREAS, Roger Phillips's term will expire June 30, 2015 and he has expressed his willingness to be reappointed to serve on this Services Board for another four-year term which would begin on July 1, 2015 and expire on June 30, 2019.

THEREFORE, BE IT RESOLVED by the Board of Commissioners, Auglaize County, Ohio, does hereby recommend to the Allen/Auglaize/Hardin Counties Alcohol, Drug Addiction and Mental Health Services Board and to the Director of the Ohio Department of Alcohol and Drug Addiction Services, the name of Roger Phillips for the re-appointment for the term so stated above, to said Health Services Board, on behalf of Auglaize County.

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

Adopted this
21st day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula Yes
Don Regula

John N. Bergman Yes
John N. Bergman

- cc: Allen/Auglaize/Hardin Counties Alcohol, Drug Addiction and Mental Health Services Board - Michael Schoenhofer
- ✓ Roger Phillips

IN THE MATTER OF AUTHORIZING THE ACQUISITION OF A MAILING SYSTEM FROM INTERNATIONAL MAILING SYSTEMS (IMS) OF DAYTON AND EXECUTE THE METER RENTAL AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 21st day of May, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, with the age of the existing WJ135 postage machine purchased in 2003 it is necessary to update the mailing system in the Administration Building; and,

WHEREAS, IMS a division of Business Tek, Inc. was contacted to provide a quote for the acquisition of a new mailing system to accommodate the volume of the mailings and usage for the offices; and,

WHEREAS, IMS presented a quotation for a Neopost IN700 with 10 lb. scale, cable and catch tray at the purchase price of \$4,600.00; a meter rental agreement monthly rate of \$73.00; and a one (1) year maintenance agreement for \$600.00 for the mailing system.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby accept the quotation and authorizes the acquisition from IMS for the Neopost IN700 postage machine with 10 lb. scale, cable and catch tray for the amount of \$4,600.00; and,

BE IT FURTHER RESOLVED that the Board further authorizes the one (1) year maintenance agreement for \$600.00 and the meter rental agreement monthly rate of \$73.00; and,

BE IT STILL FURTHER RESOLVED that the Clerk of the Board encumber the necessary funding to accommodate this price.

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

Adopted this
21st day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

cc: IMS

Section (A) Dealer Information

Dealer Number: 9910	Dealer Name: IMS Of Dayton/Lima	Phone #: 937 438 8900	Date Submitted: 05/21/15
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Section (B) Billing Information

Company Name (Full legal name): Auglaize County Commissioners		
DBA:		
Billing Address: 209 South Blackhoof Street		
City: Wapakoneta	State: OH	Zip Code + 4: 45895
Contact Name: Esther Leffel	Contact Title: Clerk	
email Address: eleffel@auglaizecounty.org		
Phone Number: 419 739 6718	Fax Number:	
<input checked="" type="checkbox"/> Tax Exempt. Please Provide Exemption Certificate		

Section (C) Installation Information

If different than billing information

Company Name (Full legal name): same		
Installation Address (No PO Boxes): Same		
City:	State:	Zip Code + 4:
Contact Name:		
email Address:		
Phone Number:	Fax Number:	
Main Post Office: Wapakoneta	Post Office Zip Code 45895	
<input checked="" type="checkbox"/> I am a current customer. Please use my existing TMS Account Number.		Current TMS Postage Account #:

Section (D) Postage Meter Information

Meter Model: In 700wp10	Mailing Machine Base Model: In700
Monthly Meter Rental Payments: \$ 73.00 for 24 Months.	Thereafter: \$ for Months.
Payment Frequency: <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	
Meter Purchase Order #:	
<input type="checkbox"/> Mail me a rental invoice Bill my credit card: <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Amex	
Card #	Exp Date:

Section (F) Included Service Products (Check all that apply)

<input type="checkbox"/> Hasler iMeter™ / Postage Meter Rental
<input checked="" type="checkbox"/> TotalFunds Postage Management (for eligible accounts)
<input type="checkbox"/> Online Advantage
<input type="checkbox"/> Online Postal Rates iMeter™ App
<input type="checkbox"/> Online Postal Expense Management iMeter™ App
<input type="checkbox"/> Online E-Services iMeter™ App
<input type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App
<input type="checkbox"/> Software Care (for electronic shipping and accounting applications)
<input checked="" type="checkbox"/> Maintenance (provided by your authorized Hasler Dealer)
<input checked="" type="checkbox"/> Installation & Training (provided by your authorized Hasler Dealer)


Section (E) Rate Change Protection

Model:	Serial Number:
Annual Price: \$	Method of Update: <input type="checkbox"/> Electronic <input type="checkbox"/> Shipped Update

Section (G) Approval

Existing customers who are upgrading or renewing an Agreement and currently fund the TMS Postage account by ACH Debit will not be converted to TotalFunds unless initiated here _____.

This document consists of a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Rental Agreement and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version R-06-13), which are also available at <http://www.neopostusa.com/terms/R-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

	Douglas A. Spencer, BOCC President	5/21/15
Authorized Signature	Print Name and Title	Date Accepted
Accepted by Neopost USA and its Affiliates		Date Accepted

AGREEMENT FOR PURCHASE

Date: 05/21/15		Type of Transaction: Purchase		Branch Name: IMS of Dayton	
BILLING INFORMATION			INSTALLATION INFORMATION		
Name: Auglaize County Commissioners			Name: Same		
Address: 209 South Blackhoof Street			Address:		
City/ST/Zip: Wapakoneta, Ohio 45895			City/ST/Zip:		
Phone: 419-739-6718		Fax Phone:	Phone:		Fax Phone:
County: Auglaize			County:		
Delivery Date: ASAP		Payment Attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Terms: Net 30 days	Please Make Checks Payable To IMS of Dayton	
Customer Order Number: Customer Order Date:			Tax Exempt: Yes <input checked="" type="checkbox"/> No	Tax Exemption Number:	
QTY	MODEL	DESCRIPTION		UNIT PRICE	TOTAL PRICE
1	IN700WP10	Neopost IN700 w/10lb scale, cable and catch tray		\$4600.00	\$4600.00
1		1 year maintenance contract		\$600.00	\$600.00
		Includes delivery, set up, installation and training			
Annual Service Agreement: <input checked="" type="checkbox"/> Accept or <input type="checkbox"/> Decline				TAX	exempt
				TOTAL	\$5200.00

1. **ADDITIONAL CHARGES:** Purchaser shall pay in addition to the above prices all taxes levied or based on this agreement or Equipment, including sales, use, privilege and excise taxes based on gross revenue paid or payable by IMS (except taxes based on IMS's net income) and any personal property taxed on Equipment after delivery. Payment shall be made only to Business Tek, Inc. dba IMS of Dayton. All transportation charges shall be paid by IMS.
2. **WARRANTY:** IMS warrants to Purchaser only that Equipment will be free from defects in material and workmanship for a period of 90 days after delivery.
3. **IMS RESERVES THE RIGHT:** To not accept any order that is out-of-scope.
4. **ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties related to its subject, supersedes all prior proposals and negotiations, and shall prevail over the terms and conditions of any purchase order or acknowledgment submitted by Purchaser. It cannot be modified, amended or rescinded except by a writing signed by both parties. There are no collateral agreements or understandings.

PURCHASER


Name and Title of Authorized Purchaser

IMS REPRESENTATIVE

Tina Contini- Document Communication Specialist
Name and Title of IMS Representative

Douglas A. Spencer, BOCC President
Print Name and Title of Authorized Purchaser

Print Name and Title of IMS Representative