

**IN THE MATTER OF THE ORGANIZATION OF THE AUGLAIZE COUNTY FLOODPLAINS
APPEALS BOARD; APPOINTING AN AUGLAIZE COUNTY FLOODPLAINS BOARD OF
APPEALS.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Board of Commissioners has determined that an Auglaize County Floodplains Board of Appeals is needed; and,

WHEREAS, the following persons have been contacted to serve on said Board : Brian Myers, Sam Kellerman, Brian Cook, Mike Vogel, and Nick Schoenlein; all so named persons have consented to serve on said Board; and,

WHEREAS, each of the persons so mentioned are to serve a two (2) year term after which time they shall be reappointed or replaced by the Auglaize County Commissioners, the following appointments are proposed:

Brian Myers, Goshen Township Trustee, 13540 County Road 301, Lakeview, OH 43331

Sam Kellerman, 09153 Monroe Road, Wapakoneta, OH 45895

Brian Cook, 16097 Koenig Road, St. Marys OH 45885

Michael Vogel, 19272 Claus Road, St. Marys OH 45885

Nick Schoenlein, 10895 SR 29, New Knoxville OH 45871

WHEREAS, terms will be effective November 30, 2025, and will terminate on November 30, 2027, with regular terms for the appointments being for two (2) year term.

THEREFORE, BE IT RESOLVED that the Auglaize County Board of Commissioners, does hereby appoint the persons so named above to the Auglaize County Floodplains Board of Appeals; and,

Commissioner Bergman 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 November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

Douglas A. Spencer yes
Douglas A. Spencer

John N. Bergman yes
John N. Bergman

cc: County Administrator ✓
County Engineer ✓

IN THE MATTER OF RATIFYING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN AUGLAIZE COUNTY OHIO JUVENILE COURT BY AND THROUGH THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND ST. MARYS CITY SCHOOLS FOR STUDENT INSTRUCTIONAL AND SOCIAL SERVICES FOR JUVENILE PROBATION YOUTH.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Juvenile Court Judge Mark Spees has presented a Memorandum of Understanding (MOU) between the Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the St. Marys City Schools for the student instructional and social services for juvenile probation youth; and,

WHEREAS, the Auglaize County Ohio Juvenile Court agrees to pay St. Marys City Schools a lump sum payment of \$10,000. Judge Spees approves and recommends that the Board of Auglaize County Commissioners approve and execute said Memorandum of Understanding.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the Memorandum of Understanding (MOU) between Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the St. Marys City Schools for the above stated program.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

Douglas A. Spencer, yes
Douglas A. Spencer

John N. Bergman
John N. Bergman

cc: Juvenile Judge Mark Spees ✓
St. Marys City Schools ✓

**IN THE MATTER OF AUTHORIZING A DEMOTION FROM SOCIAL SERVICES WORKER II
POSITION TO EMPLOYMENT SERVICES COUNSELOR AT THE AUGLAIZE COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES.**

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 18th of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Julie Gossard, Director of the Auglaize County Department of Job & Family Services, informed the Board that Mikayla Hefner has agreed to a voluntary demotion and will assume the duties of an Employment Services Counselor, being demoted from the position of Social Services Worker II; and,

WHEREAS, said position downgrade will be effective November 13, 2025 with the hourly rate being reduced from \$23.38 to \$19.96.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the position change of Mikayla Hefner from Social Services Worker II to Employment Services Counselor in the Auglaize County Department of Job and Family Services as recommended by ACDJFS Director Julie Gossard; making said position downgrade effective November 13, 2025; and,

BE IT FURTHER RESOLVED that the hourly rate of compensation for Mikayla Hefner is hereby authorized by the Commissioners to be at the rate of \$19.96 per hour, also effective November 13, 2025.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Dave Bambauer, yes
Dave Bambauer

Douglas A. Spencer, yes
Douglas A. Spencer

John N. Bergman, yes
John N. Bergman

cc: Auglaize County Department ✓
of Job & Family Services

IN THE MATTER OF APPROVING THE PROPOSAL WITH SPENCE ENVIRONMENTAL CONSULTING, INC. TO COMPLETE A BUREAU OF UNDERGROUND STORAGE TANK REGULATIONS (BUSTR) INTERIM RESPONSE ACTION FOR THE AUGLAIZE COUNTY FUEL SYSTEM PROJECT FOR THE AUGLAIZE COUNTY HIGHWAY DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, County Engineer, Andrew Baumer, presented a proposal from Spence Environmental Consulting, Inc. to complete a Bureau of Underground Storage Tank Regulations (BUSTR) Interim Response Action at the Auglaize County Fuel System located at the Auglaize County Highway Department; and,

WHEREAS, the proposal amount is for \$6,908.00 and the Auglaize County Board of Commissioners has been presented the proposal for approval by the Board.

THEREFORE BE IT RESOLVED that the Board of County Commissioners does hereby approve the proposal and authorizes any member of the Board to execute said proposal with Spence Environmental Consulting, Inc. for \$6,908.00; and,

BE IT FURTHER RESOLVED that the Clerk will encumber the funds from the General Fund.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

Douglas A. Spencer, yes
Douglas A. Spencer

John N. Bergman, yes
John N. Bergman

cc: County Engineer ✓
Spence Environmental Consulting, Inc. ✓

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE COMMISSIONERS' OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2025, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2025 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor's Office informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the FAA Taxilane Phase 1 Design Grant Fund (178) by \$143,857.00 and FAA Expand Hangar Phase 1 Grant Fund (179); and,

WHEREAS, the Airport Rotary has requested that the Board amend the 2025 Annual Appropriation to reflect the following increase:

FAA Taxilane Phase 1 Design Grant Fund (178)		
178.0178.530601	Design/Engineering Fees	\$143,857.00
FAA Expand Hangar Phase 1 Grant Fund (179)		
179.0179.530601	Design/Engineering Fess	\$72,042.00

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2025 Annual Appropriation Resolution be amended to show the changes as tabulated above.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Auditor ✓
County Administrator ✓

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(BOARD OF COUNTY COMMISSIONERS)

Revised Code Secs. 5705.34-5705.35

The Board of County Commissioners of Auglaize County, Ohio, met in Auglaize
session on the 18th day of November 2025, at the office of
said Commissioners with the following members present:

Dave Bambauer

Douglas A. Spencer

John N. Bergman

Mr./Ms. Spencer moved the adoption of the following Resolution:

Whereas, This Board of County Commissioners in accordance with the provisions of law has previously
adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2026; and

WHEREAS, The Budget Commission of Auglaize County, Ohio, has certified its action thereon to this
Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this
Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Board of County Commissioners of Auglaize County, Ohio, that the amounts and
rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be
be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said County the rate of each
tax necessary to be levied within and without the ten mill limitation as follows:

CC: AUDITOR ✓

**AUGLAIZE COUNTY
SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount Approved by Budget Commission Inside the 10 Mill Limitation	Amount to be Derived From Levies Outside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund	3,327,245		2.00	
Road & Bridge Fund				
Board of Health		1,383,000		0.85
Board of DD		4,840,969		6.75
Council on Aging		958,115		1.00
Park District		636,048		0.50
Bridge Construction Funds				
Ditch Construction Funds				
Sewer Construction Funds				
Water Construction Funds				
Road Construction Funds				
TOTALS	3,327,245	7,818,132	2.00	9.10

SCHEDULE B
LEVIES OUTSIDE THE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield Of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current expense levy authorized by voters on _____, _____ Year		
for not to exceed _____ years.		
Current expense levy authorized by voters on _____, _____ Year		
for not to exceed _____ years.		
Current expense levy authorized by voters on _____, _____ Year		
for not to exceed _____ years.		
Current expense levy authorized by voters on _____, _____ Year		
for not to exceed _____ years.		
PERMANENT IMPROVEMENT FUND:		
Current expense levy authorized by voters on _____, _____ Year		
for not to exceed _____ years.		
Current expense levy authorized by voters on _____, _____ Year		
for not to exceed _____ years.		

and be it further

RESOLVED, That the Clerk of this Board be, and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Bergman seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Dave Bambauer yes

Douglas A. Spencer yes

John N. Bergman yes

Adopted the 18th day of November, 20 25 attest:

Brenda Holtzapple
Clerk of the Board of County Commissioners of

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO ISSUE A WARRANT TO CITY OF ST. MARYS FROM THEIR PERMISSIVE LICENSE PLATE TAX FUND AS RECOMMENDED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the following letter of request was submitted to the Board of County Commissioners by Andrew Baumer, County Engineer:

Dear Commissioners:

The City of St. Marys has presented paid invoices over \$350,000 for 2025 Street Resurfacing project within the City. This is a qualified expense for the collected Permissive License Plate tax. The current account balance for the City's Permissive License Plate fee is \$50,010.11. The support documentation is attached. Please authorize the County Auditor to reimburse the City of St. Marys \$50,010.11 for said road resurfacing.

Respectfully,
Andrew Baumer, P.E., P.S.
Auglaize County Engineer

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, respective of Engineer Baumer's request, does hereby authorize the County Auditor to issue a warrant in the amount of \$50,010.11 made payable to the City of St. Marys with funds to be drawn from their Permissive License Plate Tax Fund.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Dave Bambauer, yes
Dave Bambauer

Douglas A. Spencer, yes
Douglas A. Spencer

John N. Bergman, yes
John N. Bergman

cc: County Engineer ✓
County Auditor ✓
City of St. Marys ✓

IN THE MATTER OF AUTHORIZING THE LEASE OF A COPIER FROM PERRYPROTECH FOR THE BOARD OF ELECTIONS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, PerryproTech was contacted about the lease of said copier for the Board of Elections; and,

WHEREAS, it was determined that the Konica Minolta C451i Color MFP printer/copier/scanner would best fit the need of the Board of Elections; and,

WHEREAS, a quotation was submitted to the Board of County Commissioners by PerryproTech for the monthly lease for said copier to the stated office in the amount of \$260.00 for 60 payments for the said Konica Minolta C451i Color MFP printer/copier/scanner to the Board of County Commissioners.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize a 0%, 60 month fair market value lease agreement from PerryproTech and does authorize the monthly lease of the Konica Minolta C451i Color MFP printer/copier/scanner for the Board of Elections; and,

BE IT FURTHER RESOLVED that the Board does authorize the President of the Board to execute said lease agreement.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: Perry ProTech ✓
Board of Elections ✓

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to PERRY proTECH, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME

County of Auglaize

STREET ADDRESS

209 S Blackhoof St Ste 201

CITY

Wapakoneta

STATE

OH

ZIP

45895-1989

PHONE

419-739-6710

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Board of Elections

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Konica Minolta C451i Color MFP

SERIAL NO.

STARTING METER

NOT
FINANCED
UNDER THIS
AGREEMENT

☐

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 260.00

*plus all applicable taxes, fees, charges and other amounts due under this Agreement

The payment ("Payment") period is monthly unless otherwise indicated.

If you are exempt from sales tax, attach your certificate.

Payment includes 3,000 B&W clicks per month

Overages billed Monthly at \$ 0.008 per B&W click*

Payment includes 0 Color clicks per month

Overages billed Monthly at \$ 0.0512 per Color click*

Payment includes 0 B&W prints per month

Overages billed Monthly at \$ 0 per B&W print*

Payment includes 0 Color prints per month

Overages billed Monthly at \$ 0 per Color print*

Payment includes TOT clicks per month

Overages billed Monthly at \$ per TOT click*

By initialing here, you agree that toner and developer are not included with the TOT clicks.

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

PERRY proTECH, Inc.

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. UPON YOU SIGNING BELOW, YOUR PROMISES IN THIS AGREEMENT WILL BE IRREVOCABLE AND UNCONDITIONAL IN ALL RESPECTS.

County of Auglaize

SIGNATURE

TITLE

DATED

CUSTOMER (as referenced above)

34-6400073

FEDERAL TAX I.D. #

PRINT NAME

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the leasing of the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer unless otherwise agreed to ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of clicks/prints/square feet shown on page 1 for each applicable click/print/square foot type. Regardless of the number of clicks/prints/square feet made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You can submit your meter readings through the web at www.perryprotech.com or by fax at 419.224.8128. If you fail to provide meter readings in a timely fashion, Supplier, at its discretion, may estimate all necessary meter readings. If meter readings are estimated and rebilling for actual meter reads is requested by you, you may be assessed an administrative fee for each meter affected. Meter readings may be obtained remotely under certain circumstances and you consent to Supplier's ability to obtain remote meter readings. You agree to pay the applicable overage charge for each metered click/print/square foot that exceeds the applicable minimum number of clicks/prints/square feet. Clicks/prints/square feet made on equipment marked as not financed under this Agreement will be included in determining your click/print/square foot and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

**IN THE MATTER OF APPROVING APPLICATION AND CRITERIA FOR THE ISSUANCE OF
PROCUREMENT CARDS FOR VARIOUS COUNTY OFFICES AND DEPARTMENTS.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #05-164, dated March 29, 2005, the Board of County Commissioners determined the criteria for the issuance of procurement cards for various county offices and departments; and,

WHEREAS, in Resolution #05-212, said Board authorized the securement of Procurement Cards for said County entities to be completed through First National Bank, New Bremen; and,

WHEREAS, Director Mark Huber has submitted an application for a procurement card for the Board of Elections, establishing the maximum expense line being \$4,000.00, with the daily number of transactions being five (5) and with a monthly number of transactions allowed being twenty-five (25).

WHEREAS, Director Alexa Schwaderer has submitted an application for a procurement card for the Auglaize County Solid Waste Management District, establishing the maximum expense line being \$2,000.00, with the daily number of transactions being five (5) and with a monthly number of transactions allowed being twenty-five (25).

NOW THEREFORE BE IT RESOLVED that Board of Auglaize County does hereby authorize the Securement of Procurement card for each department as stated above for the Board of Elections Office and the Auglaize County Solid Waste Management District to be completed through First national Bank, New Bremen; and,

BE IT FURTHER RESOLVED that said Board of Auglaize County Commissioners does hereby authorize County Administrator Erica Preston and/or County Auditor Linda Bice to proceed with the each of the applications for the Board of Elections Office and the Auglaize County Solid Waste Management District.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

Douglas A. Spencer, yes
Douglas A. Spencer

John N. Bergman, yes
John N. Bergman

cc: First National Bank ✓
Auditor ✓
County Administrator ✓
Board of Elections ✓
Solid Waste management District ✓

IN THE MATTER OF AUTHORIZING THE QUOTE FROM CDW-G FOR THE MICROSOFT WINDOWS SERVER LICENSE AND THE MICROSOFT WINDOWS SERVER DATACENTER EDITION LICENSE AS REQUESTED BY THE INFORMATION TECHNOLOGY MANAGER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Scott Stanford, County Information Technology Manager, met with the Board of County Commissioners presented a quote for the Microsoft Windows Server License for \$10,149.30 and the Microsoft Windows Server Datacenter Edition License for \$14,304.96 for a total of \$24,454.26 from CDW-G.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the quote as noted above at the total cost of \$24,454.26.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

cc: IT Manager ✓
CDW-G ✓

**IN THE MATTER OF RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE
AUGLAIZE COUNTY SHERIFF CORRECTION SUPERVISORS UNIT AND CORRECTIONS OFFICERS
UNIT REPRESENTED BY THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has, through its authorized representatives, been in the process of negotiating a collective bargaining agreement with the Auglaize County Sheriff Corrections Supervisors Unit and Corrections Officers Unit represented by the Ohio Patrolmen's Benevolent Association; and,

WHEREAS, the negotiations have resulted in a tentative agreement being reached by the parties; and,

WHEREAS, the tentative agreement reflects changes to the current agreement; and,

WHEREAS, the tentative agreement has been ratified by the union; and,

WHEREAS, said agreement will take effect upon ratification by the Board of County Commissioners.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify and approve the collective bargaining agreement with the Corrections Supervisors Unit and Corrections Officers Unit of the Auglaize County Sheriff represented by the Ohio Patrolmen's Benevolent Association; and,

BE IT FURTHER RESOLVED that a copy of the fully executed agreement, when complete be hereto attached and thus become a part of this Resolution; and,

BE IT STILL FURTHER RESOLVED that the terms of the agreement shall be in full force upon execution of said document to September 1, 2028.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

Douglas A. Spencer, yes
Douglas A. Spencer

John N. Bergman, yes
John N. Bergman

cc: Sheriff ✓
Ohio Patrolmen's Benevolent Association ✓
County Administrator ✓

**IN THE MATTER OF RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH THE
AUGLAIZE COUNTY SHERIFF DISPATCHER'S UNIT, DEPUTY SHERIFF UNIT AND SERGEANTS UNIT
REPRESENTED BY THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 18th day of November, 2025.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has, through its authorized representative, been in the process of negotiating a collective bargaining agreement with the Auglaize County Sheriff Dispatcher's Unit, Deputy Sheriff Unit and the Sergeants Unit represented by the Ohio Patrolmen's Benevolent Association; and,

WHEREAS, the negotiations have resulted in a tentative agreement being reached by the parties; and,

WHEREAS, the tentative agreement reflects changes to the current agreement; and,

WHEREAS, the tentative agreement has been ratified by the union; and,

WHEREAS, said agreement will take effect upon ratification by the Board of County Commissioners.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify and approve the collective bargaining agreement with the Dispatcher's Unit, the Deputy Sheriff Unit, and the Sergeants Unit of the Auglaize County Sheriff represented by the Ohio Patrolmen's Benevolent Association; and,

BE IT FURTHER RESOLVED that a copy of the fully executed agreement, when complete be hereto attached and thus become a part of this Resolution; and,

BE IT STILL FURTHER RESOLVED that the terms of the agreement shall be in full force upon execution of said document to September 1, 2028.

Commissioner Bergman 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
November, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

Douglas A. Spencer, yes
Douglas A. Spencer

John N. Bergman, yes
John N. Bergman

cc: Sheriff ✓

Ohio Patrolmen's Benevolent Association ✓

County Administrator ✓