

IN THE MATTER OF THE REAPPOINTMENT OF KIMBERLY SWITZER FOR A THREE (3) YEAR TERM ON THE FACILITIES GOVERNING BOARD OF THE WESTERN OHIO REGIONAL TREATMENT AND HABILITATION CENTER (W.O.R.T.H.)

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of November, 2015.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, Auglaize County is a member of the Western Ohio Regional Treatment and Habilitation Center (W.O.R.T.H.), a community based corrections facility located at 243 Bluelick Road, Lima, Ohio; and,

WHEREAS, as a Member County it is incumbent on this Board to act in conjunction with the other Member Boards of Commissioners to reappoint the Commissioners to reappoint the "Commissioners Appointment" to Facilities Governing Board; and,

WHEREAS, Kimberly M. Switzer was appointed by the Boards of County Commissioners to serve an initial three (3) year term beginning October 12, 2006 and expiring on October 12, 2009, and was reappointed for another three (3) year term beginning October 12, 2009 and expiring on October 12, 2012; and was reappointed for another three (3) year term beginning October 12, 2012 and expiring October 12, 2015; and,

WHEREAS, pursuant to Section 2301.51 of the Revised Code, this Board, in conjunction with the other Member Boards of W.O.R.T.H., wish to reappoint **Kimberly M. Switzer** to a full three (3) year term effective October 12, 2015 and ending on October 12, 2018.

NOW, THEREFORE, BE IT RESOLVED, that this Board, as a member County, and with the collective Boards of County Commissioners, hereby reappoints **Kimberly M. Switzer** to the Facilities Governing Board of W.O.R.T.H. for a full three (3) year term effective October 12, 2015 and ending October 12, 2018; and,

BE IT FURTHER RESOLVED, that Clerk of this Board certify a copy of this Resolution to the Facilities Governing Board of the W.O.R.T.H. Center, which Resolution will be included with the Resolutions of the other eight (8) member Counties, which Resolutions collectively shall constitute the appointment of said member.

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

Adopted this
5th day of
November, 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: W.O.R.T.H. Center Facilities
Governing Board
- ✓ John N. Leahy, Attorney at Law
Balyeat, Leahy, Daley & Miller LLC

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 5th day of November, 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>
399003	\$ 263.53	City of St. Mary's
399004	\$ 695.00	Auglaize Co Bd. Of Health
399007	\$ 650.54	Wapak Daily News
399011	\$ 259.00	Perry ProTech
399019	\$ 305.19	Delta Airport
399029	\$ 950.00	Plante Moran
399030	\$ 2,675.32	Integrity Ambulance
399034	\$ 2,683.75	ECS Billing & Consulting
399037	\$22,785.00	Wellman Brothers Inc.
399068	\$27,369.41	Amea
399071	\$ 5,528.48	Northern Concrete Pipe
399086	\$ 2,133.81	Shelly Materials
399112	\$28,466.43	Concept Rehab
399115	\$ 1,615.32	Dietary Solutions
399125	\$ 198.70	Pathology Laboratories
399127	1057.50	H&S Co.

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

Adopted this
5th day
November, 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 AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

Common Pleas Court Fund:

Amount:	From:	To:
\$ 2,000.00	001.0202.530300 (Supplies)	001.0202.510200 (Salary)

General Fund:

Amount:	From:	To:
\$60,000.00	001.1701.538000 (Transfers)	001.0402.530600 (Contract Services)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustmenst to show the changes as tabulated above.

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

Adopted this
5th day of
November, 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
- ✓ County Administrator
- ✓ Common Pleas Court Judge

IN THE MATTER OF AUTHORIZING THE LEASE OF A COPIER FROM PERRYPROTECH FOR THE ADULT PROBATION OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, PerryproTech was contacted about the lease of said copier for the Adult Probation Office; and,

WHEREAS, it was determined that the Konica Bizhub 284e printer/copier/scanner would best fit the need of the Adult Probation Office; and,

WHEREAS, a quotation was submitted to the Board of County Commissioners by PerryproTech for the monthly lease for said copier for so stated office in the amount of \$175.00 for said Konica Bizhub 284e 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 Bizhub 284e printer/copier/scanner for the Adult Probation Office; and,

BE IT FURTHER RESOLVED that the Board does authorize the President of 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
5th day of
November, 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: Perry ProTech
Adult Probation Office

APPLICATION NO.

AGREEMENT NO.

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.	
CITY Wapakoneta	STATE OH	ZIP 45895-0000	PHONE (419) 739-6710	FAX 419-739-6711
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	SERIAL NO.	STARTING METER
KONMB284e	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

See the attached Schedule A See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

60	Payments* of \$	\$175.00	The lease contract payment ("Payment") period is monthly unless otherwise indicated.		*plus applicable taxes
Payment includes	5,000	B&W Clicks per month	Excess Click Charge billed monthly at \$	\$0.0114	per B&W click*
Payment includes	0	Color Clicks per month	Excess Click Charge billed monthly at \$	\$0.00000	per Color click*
Payment includes		Scans per month	Excess Scan Charge billed monthly at \$		per scan*

By initialing here, you agree that service and supplies are not included in this Agreement.

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the current market value of the Equipment. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED, ASSIGNED OR TERMINATED.

LESSOR ACCEPTANCE

PERRY proTECH, Inc. _____
 LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

By signing below, 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 signing below, your promises herein will be irrevocable and unconditional in all respects.

County of Auglaize _____
 CUSTOMER (as referenced above) SIGNATURE Douglas A. Spencer TITLE President DATED 11/5/15
 34-6400073 FEDERAL TAX I.D. # PRINT NAME

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

GUARANTOR SIGNATURE (AS AN INDIVIDUAL) _____ HOME PHONE _____ DATED _____

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

County of Auglaize _____
 CUSTOMER (as referenced above) SIGNATURE Douglas A. Spencer TITLE President DATE OF DELIVERY _____

1. AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date in an amount equal to 1/30th of the Payment. This Agreement will automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement or any other agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check 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. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy 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. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) 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) 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, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. 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 loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You must notify us within 30 days if you reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. 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 the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's 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. If we have to 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. YOU AGREE THAT WE WILL 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 not be subject to any penalties.

7. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO 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. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

10. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile maintenance is provided during normal business hours and includes inspection, adjustment, parts replacement and cleaning required for proper operation. Facsimile drums and toner cartridges must be purchased separately. Color toner and developers, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. A click is defined as an imaged one-sided sheet of 8.5" x 11" sheet of paper or smaller. When toner is part of this contract, we agree to provide toner(s) in sufficient quantities as it relates to your usage, and the manufacturers published yields which are based on 6% page coverage of toner to page ratio for black and white and 20% page coverage of toner to page ratio for full color. In the event overall toner use exceeds this, excess of toner expenses may be billed to you. Unused supplies remain the property of the Lessor and must be returned or paid for at the conclusion of this Agreement.

11. EXCESS CHARGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures including, but not limited to, providing us with monthly meter readings on the Equipment to PERRY proTECH. You can submit your meter readings through the web at www.perryprotech.com or by fax at 419.224.8126. For networked machines, PERRY proTECH will provide "Automated Meter Collection" (ACS) software to automatically report meter readings. ALL METER OVERAGES BILLED BY PERRY PROTECH SHALL BE PAID WHEN DUE. If you fail to provide meter readings in a timely fashion, PERRY proTECH, at its discretion, may estimate all necessary meter readings. If you dispute invoices generated from estimated meter reads and rebilling for actual meter reads is required 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 our ability to obtain remote meter readings. At the end of the first year of this Agreement and once each successive twelve-month period, the Payment and the Excess Click Charges may be increased by a maximum of 15% of the then existing payment or charge. Clicks made on equipment marked as not financed under this Agreement will be included in determining your click and excess charges. We will also review your scan meter. If your scan meter exceeds your output (click) meter, you may be charged additionally for excessive scan meter usage. A "scan" is defined as the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device.

12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR CLICK VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.



STATE AND LOCAL
GOVERNMENT ADDENDUM

EQUIPMENT FINANCE

AGREEMENT #

Addendum to Agreement # , dated , between County of Auglaize, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document.

The parties wish to amend the above-referenced Agreement by restating the following:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

County of Auglaize

Lessor

Customer

Signature

X 

Signature Douglas A. Spencer

Title

Date

President

11/5/15

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

County Commissioners Office
Auglaize County, Ohio
November 5, 2015

NO. 15-460

IN THE MATTER OF APPROVING LEASE AT THE NEIL ARMSTRONG AIRPORT FOR HANGAR SPACE FOR HOVEY'S AVIATION; RATIFYING THE EXECUTION OF THE LEASE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, at the Auglaize County owned Neil Armstrong Airport, there are various hangars which are rented to numerous companies and individuals by the Auglaize County Airport Authority, designated as Agent for Auglaize County, for non-commercial storage of aircraft and auxiliary incidental uses associated therewith; and,

WHEREAS, the subsequent company and individual have entered into three (3) month lease as follows:

Hovey's Aviation - commence on 10/09/2015 thru 12/31/2015 at \$92.50 per month.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above mentioned Hangar lease with Hovey's Aviation for an airplane hangar space as specified in the lease agreement; and,

BE IT FURTHER RESOLVED that said Board ratifies the execution of 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
5th day of
November, 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: Matthew Bailey - Airport Manager
- ✓ Brent Richter - Airport Authority
- ✓ Hovey's Aviation

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A COMPOSTING SERVICE CONTRACT WITH THE CITY OF WAPAKONETA ON BEHALF OF THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of November, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Solid Waste Management District Policy Planning Committee authorized a composting service contract between the Board of County Commissioners and the City of Wapakoneta; and,

WHEREAS, the necessary contract has been prepared; and,

WHEREAS, the Board has reviewed this contract and finds same to be in accordance with the desires of the Policy Planning Committee.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board of County Commissioners, who also serves as the Chairman of the Auglaize County Solid Waste Management District, to execute a Composting Service Agreement with the City of Wapakoneta on behalf of said Solid Waste Management District; and,

BE IT FURTHER RESOLVED that an executed copy of this agreement is hereto attached and become a part of this Resolution.

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

Adopted this
5th day of
November, 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: City of Wapakoneta – Bill Rains
- ✓ Solid Waste Coordinator – Scott Cisco

COMPOSTING SERVICE CONTRACT

This agreement is entered into on this 1st day of January, 2016 by and between the City of Wapakoneta, hereinafter "City" and the Board of Commissioners of Auglaize County, Ohio, acting as Board of Directors of the Auglaize County Solid Waste Management District, hereinafter, "District".

The City presently operates for a fee a facility for the disposal of yard waste for residents of the City of Wapakoneta. The City does hereby agree pursuant to the terms contained herein to open said facility for the use of all Auglaize County residents for the disposal of yard waste. Such yard waste is defined as grass clippings, leaves, branches, and general yard debris. The City further agrees that the fees for the disposal of such yard waste and any rules or regulations adopted by the City shall be applied in a uniform fashion to all residents of Auglaize County, Ohio, without disparity regarding the residency within Auglaize County.

The District agrees that it shall be responsible for the advertising of the availability of the City's yard waste facility to all Auglaize County residents. Further, the City shall be solely responsible for the operation and management of the yard waste facility and shall be solely responsible for the cost and/or expenses in maintaining and operating said facility.

The District agrees, in consideration of the city opening its yard waste facility to all Auglaize County residents, to pay to the City 50% of all generation fees collected from solid waste hauled by the City. The District agrees to pay said sums to the City on a quarterly basis on or about May 1, August 1, November 1, and February 1 of each and every year during the term of this contract.

The City and the District agree herein that this contract is of mutual benefits to each and the considerations therefore are the mutual covenants and agreements as set forth above.

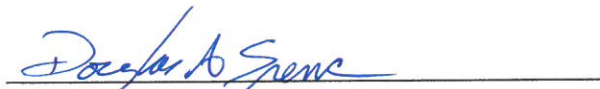
The provisions of this contract shall be effective beginning January 1, 2016 and ending December 31, 2017. The parties agree to discuss the contract if the Solid Waste District must increase the generation fees before the termination of this contract. The parties further agree this contract is not automatically renewable and shall only be renewed upon subsequent written agreement. The parties further agree this contract shall automatically terminate upon the closure of the County's yard waste facility, regardless of the reason for such closure.

CITY OF WAPAKONETA:



William H. Rains
Safety Service Director
For and on behalf of the City of Wapakoneta

BOARD OF COMMISSIONERS, AUGLAIZE COUNTY, OHIO



Douglas A. Spencer
President of Board of Auglaize County Commissioners
Acting as Board of Directors for the Auglaize County Solid Waste Management District

IN THE MATTER OF APPROVING LEASES AT THE NEIL ARMSTRONG AIRPORT FOR VARIOUS HANGAR SPACES; RATIFYING THE EXECUTION OF THE LEASES.

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 5th day of November, 2015.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, at the Auglaize County owned Neil Armstrong Airport, there are various hangars which are rented to numerous companies and individuals by the Auglaize County Airport Authority, designated as Agent for Auglaize County, for non-commercial storage of aircraft and auxiliary incidental uses associated therewith; and,

WHEREAS, the subsequent companies/individuals have entered into twelve (12) month leases, commencing January 1, 2016:

Kenneth Boyd	\$ 92.50/month
KGS Investments	\$312.00/month
Will & Associates	\$312.00/month
Paul LeBlanc	\$156.00/month
NBO Enterprises	\$150.00/month
Brent Richter	\$156.00/month
Timothy Quellhorst	\$210.00/month
Randall & Naomi St. Julian	\$156.00/month
Mike Schnell	\$248.50/month
Ned Koenig	\$156.00/month
Hahn Aviation Inc/Troy Hahn	\$250.00/month
Todd Bills	\$105.00/month
Mark Gesler	\$ 92.50/month
Shelby and Co.	\$ 92.50/month
Hovey's Aviation	\$ 92.50/month
Hovey's Aviation	\$675.00/month

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above mentioned Hangar leases with companies and individuals as listed for airplane hangars as specified in the lease agreements; and,

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

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

Adopted this
5th day of
November, 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: Matthew Bailey - Airport Manager
Brent Richter - Airport Authority