

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 27th day of September, 2018.

Commissioner Spencer 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:

Check #	Amount	Vendor
428048	\$ 325.00	Timothy Rammel
428061	\$ 325.00	Todd Keller
428078	\$ 325.00	Mickie Grothause
428101	\$ 250.00	West Central OH Regional Healthcare
428102	\$43,514.00	Lit Promotional

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

Adopted this
27th day
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT
John N. Bergman

cc: County Auditor

County Commissioners Office
Auglaize County, Ohio
September 27, 2018

No. 18-375

IN THE MATTER OF AUTHORIZING A LEASE AGREEMENT FOR A COPIER SYSTEM FOR THE PUBLIC DEFENDER'S OFFICE FROM PERRYPROTECH.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of September, 2018.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, PerryproTech presented an analysis to the Board of County Commissioners for a lease or outright purchase of the system; and,

WHEREAS, the Public Defender's Office is in need of a new system: the Konica Minolta Bizhub 368e B&W Digital Printer/Copier/Scanner/Fax System. The equipment will be leased for use in this office at the monthly cost of \$211.50 for a five year period starting on October, 2018 and pro-rate the service contract from the old equipment.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize a 0% 60 Month Fair Market Value Lease agreement between said Board and PerryproTech for a the above mentioned equipment at the cost of \$211.50 per month; and,

BE IT FURTHER RESOLVED that said Board does authorize the execution of the necessary documents and agreement between PerryproTech and the Board of Auglaize County Commissioners for the lease of the above mentioned duplicating/scanning system.

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

Adopted this
27th day of
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer,
Douglas A. Spencer

Don Regula,
Don Regula

ABSENT
John N. Bergman

✓cc: PerryproTech
✓Public Defender

QUICK AGREEMENT

The words **Lessee**, **you** and **your** refer to **Customer**. The words **Lessor**, **we**, **us** and **our** refer to **Perry proTECH**.

CUSTOMER INFORMATION

FULL LEGAL NAME		STREET ADDRESS	
AUGLAIZE COUNTY OF		209 S. Blackhoof Street	
CITY	STATE	ZIP	PHONE
Wapakoneta	OH	45895	419-739-6796
BILLING NAME (IF DIFFERENT FROM ABOVE)		FAX	
Wapakoneta		419-739-6797	
BILLING STREET ADDRESS		E-MAIL	
Po Box 180			
CITY	STATE	ZIP	
Wapakoneta	OH	458950180	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Auglaize Co Public Defender, 201 Willpie St Rm 14 Wapakoneta OH 45895

EQUIPMENT DESCRIPTION

☒ See the attached Schedule "A"

☐ See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

Term **60** months **60** Payments* of \$ **211.50**
Payment includes **4,000** B&W clicks per month

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

* plus applicable taxes

Excess Click Charge billed **monthly** at \$ **0.007250** per B&W click*

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 OR TERMINATED.

LESSOR ACCEPTANCE

Perry proTECH

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 here in will be irrevocable and unconditional in all respects.

AUGLAIZE COUNTY OF

FULL LEGAL NAME OF CUSTOMER (as referenced above)	SIGNATURE	DATED
	X <i>Douglas A. Spencer</i>	9-27-2018

FEDERAL TAX I.D. # 34-640073

PRINT NAME	TITLE
Douglas A. Spencer	President

CONTINUING GUARANTEE

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 obligation 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 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 Owner or Owner'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.

AUGLAIZE COUNTY OF

SIGNATURE	TITLE	DATE OF DELIVERY
X <i>Douglas A. Spencer</i>	President	

Douglas A. Spencer
Page 1 of 2

Rev. 04/01/2016

Maintenance Agreement Terms & Conditions

1. General Scope of Coverage. This agreement covers both the labor and the parts (excluding parts listed as consumables below on Non-TUF agreements) for maintenance as necessitated by the normal use of the equipment. Damages to the equipment caused by accident, neglect, misuse, altering of equipment, unfavorable or adverse environmental conditions, electric current fluctuations, work performed by other than Perry proTECH personnel, or any force of nature, or any other cause out of Perry proTECH control are not covered.

2. For the purposes of this agreement the definition of a "click" is the output of a single side of media less than or equal to 8.5" x 11" unless it is on a "Wide Format" device where it is defined as 1 square foot of paper passed. The definition of a "scan" is the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. Manufacturers published yields 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.

3. Service calls under this agreement will be made under normal business hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding Perry proTECH observed holidays. Perry proTECH shall not be liable for non-performance or a delay in performance of its obligations under this agreement if due to force majeure or contingencies or causes beyond the reasonable control of Perry proTECH or its suppliers. All other service calls will be charged for portal to portal at the overtime rates in effect at the time the service call is made.

4. This maintenance agreement shall be invoiced for and commence upon the effective date shown on the reverse side and shall continue for one full year and for any overage charges listed on the reverse side of this agreement. This Agreement shall be automatically renewed for successive similar periods, unless either party gives written notice to the other party ninety days in advance of the expiration date of its intention to cancel this agreement. The terms and conditions will be those in effect at the time of renewal. The Perry proTECH may impose a surcharge in the event of any increase exceeding ten (10%) percent in the cost of fuel, utilities, parts, and/or supplies. All supplies remain the property of Perry proTECH until installation in a machine. In the case of cancellation, for any reason, the customer agrees to return, or pay for, all unused supplies covered under this agreement to Perry proTECH. Base and overage rates may be increased at the time of each renewal. In the case of leased equipment the minimum monthly lease payment shall not include a maintenance component, and as such, Perry proTECH shall not be obligated to maintain the equipment as part of the lease agreement. Instead, you agree that by the inclusion of this document, you and Perry proTECH have entered into a separate and distinct maintenance agreement, which shall be in effect for the same period as the lease agreement, including any failure on your part to make payments as they become due, shall constitute a breach of both.

5. Customer is required to submit monthly meter readings to Perry proTECH. You can submit your meter readings through the web at <http://perryprotech.com> or by fax at 419-224-8128. For networked machines, Perry proTECH will provide "PrintSentry" software to automatically report meter readings. ALL METER OVERAGES ARE DUE Perry proTECH WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, Perry proTECH, at its discretion, will estimate all necessary meter readings. If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee for each meter affected. Customer authorizes remote access for meter reads and diagnostics throughout this agreement.

6. Equipment covered under this agreement must be in good condition before it can be accepted for maintenance. Customer agrees to pay for a preventative maintenance check and for all parts and labor required to bring the equipment up to Perry proTECH and manufacturer's specifications.

7. Customer must supply a reasonable working atmosphere for servicing the equipment, i.e. access to all sides of the equipment or a movable stand to facilitate handling and provide suitable electrical service in accordance with UL and manufacturer's requirements. The customer also agrees to make available and designate a suitable person for key-operator training on the equipment.

8. The equipment is designed to give excellent performance with Perry proTECH provided supplies and with papers that meet the manufacturer's specifications. Perry proTECH will limit customer on hand stock to 30 days. If the customer uses other than Perry proTECH provided supplies or papers that do not meet the manufacturer's specifications for the equipment, and if such supplies or papers are defective or are not acceptable for use in the equipment, and cause poor image quality, frequent service calls or service problems, then Perry proTECH may at its option, terminate this agreement or adjust the rate(s) of this agreement. In the event of termination, the unused portion of the maintenance charge will be refunded and the customer will be offered service on a "Per Call" basis at published rates.

9. Under the Total User Freedom (T.U.F.) coverage, Perry proTECH agrees to provide toner in sufficient quantity as it relates to the customer's usage, and the manufacturers published yields which are based on 6% coverage black & white and 20% coverage full color. In the event that the customer's actual toner usage exceeds the manufacturer's published expected usage, Perry proTECH reserves the right to remedy this variance by either limiting the amount of toner provided or adjusting the rate(s) of this agreement or involving the customer for excess toner usage. Perry proTECH reserves the right to charge a fee to cover supply delivery and service fuel costs.

10. The Perry proTECH must approve, in advance, any change in location of the equipment within the facility or to another facility. If the equipment is moved to a new service zone, customer agrees to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If the equipment is moved beyond Perry proTECH service territory, then Perry proTECH may, at its option, terminate this agreement.

11. The removal, moving and installation of equipment are not covered under this agreement. Any movement of equipment by the customer resulting in the need for Perry proTECH to make configuration adjustments or other network services to restore functional capabilities will be billed at the current network service rates.

12. In the event Perry proTECH is unable to obtain repair or replacement parts due to the discontinuation of such parts by the manufacturer and is unable to affect repairs to the equipment, Perry proTECH will credit the unused portion of maintenance charges to the customer's account. Any such credit balance must be used toward future purchases with Perry proTECH.

13. Perry proTECH reserves the right to withhold service in the event the customer's overall account balance is delinquent based on Perry proTECH's payment terms on any Agreement between the Parties in effect at that time. Perry proTECH payment terms are Net 30 Days.

14. Changes in the operating environment, (including but not limited to changes to operating systems, network software, software application changes, and hardware or software upgrades, etc.) may result in the need for configuration adjustments or other network services to restore functional capabilities. Such services shall be at Perry proTECH's published network service rate.

15. For color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at Perry proTECH's published network service rates.

16. The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any loss data. Under no circumstances shall Perry proTECH be held responsible for any loss of data.

17. Client is solely responsible for the protection of any confidential data or images that are retained on the hard drive or memory. Arrangements for hard drive removal/return, National Security Agency (NSA) sanitation or waiver of service will be agreed upon prior to the device being removed from clients property by PERRY proTECH. Client acknowledges removal and sanitation options presented and releases PERRY proTECH of all responsibility and liability related to client data or images retained.

18. Other than the obligations set forth herein, Perry proTECH DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. Perry proTECH SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.

19. This Maintenance Agreement or any portion is non-cancelable and non-refundable except as specifically stated in the foregoing statements.

20. CONSUMABLES

Micro Fiche/Film Equipment - Lamps, Glass Flats, Toner, Photoreceptors, Ink Roller, Imprint Plates, Paper
Postage Equipment - Ink, Ink Rollers, Brushes, Ribbons Ad Plates
Digital Duplicators - Masters, Ink, Ink Drum, Paper
Facsimile Equipment - Cartridges and/or Photoreceptor Units, Toner, Developer Kits, Paper
Copiers - Toners, Developers, Photoreceptors, Filters, Cleaning Rollers, PM Kits, Total Copy Kits, Drum Kits, Oil Pads, Oil Rollers, Cleaning Webs, Maintenance Kits, Fuser Oil, Cassettes, Trays, Paper, Staples
Imaging Equipment - Media
Printers - Customer Replaceable Units (CRU), Paper, Toner
Wide Format - Toner, Paper

Customer Signature:



IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY SHERIFF.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of September, 2018.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2018, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2018 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the (022) Grand Lake Task Force Federal Grant Fund by \$1,549.65; and,

WHEREAS, Auglaize County Sheriff requested that the Board amend the 2018 Annual Appropriation to reflect the following increase:

Increase – 022.0022.530600 (Contract Services) by \$48,582.72.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2018 Annual Appropriation Resolution be amended to show the change 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
27th day of
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer,
Douglas A. Spencer

Don Regula,
Don Regula

ABSENT

_____,
John N. Bergman

cc. ✓ County Auditor
✓ County Administrator
✓ Sheriff

IN THE MATTER OF APPROVING A CONTRACT BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CORNELL ABRAXAS GROUP, INC. FOR PROFESSIONAL SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 27th day of September, 2018.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Department of Job and Family Services has the responsibility of contracting with various agencies for placement and related services for children who are in the care and custody of said Department, as well as, the protective services for dependent, neglected and abused children; and,

WHEREAS, a contract for said professional services, between the Auglaize County Department of Job and Family Services, a Title IV-E Agency, and Cornell Abraxas Group, Inc. was provided to the Board of County Commissioners by the Job & Family Services Dept. with a request that the Board approve the contract with the term of contract being August 30, 2018 through December 31, 2018 at the maximum cost of \$19,000.00 for contracted services.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve the contract between Auglaize County Department of Job and Family Services and Cornell Abraxas Group, Inc. for the professional services to dependent, neglected and abused children in the custody and care of the Job & Family Services Dept.; and,

BE IT FURTHER RESOLVED that the Board does hereby ratify and authorizes the execution of said contract by the Board of County Commissioners.

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

Adopted this
27th day of
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

ABSENT
John N. Bergman

cc: County Department of Job & Family Services –
Michael Morrow

**IN THE MATTER OF FINDING FOR THE IMPROVEMENT OF THE HARUFF #2 DITCH PROJECT;
PETITIONED BY CRAIG SHAW, DERROLL MILLER, RICHARD LOWRY, MARY LOU NEFF, MICHAEL
NEFF, JACK SCHLOSSER AND MARILYN SHAW; SETTING DATE TO RECEIVE ENGINEER'S
REPORTS ON SAID PROJECT.**

The Board of Auglaize County Commissioners met in regular session on the 27th of September, 2018.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, in Resolution #18-244, dated June 26, 2018, set September 20, 2018, for the first hearing of the petition of the Haruff #2 Ditch Project, the Board met in the Assembly Room – 2nd Floor at the Administration Building and conducted the hearing by causing the petition to be publicly read to those present by Kevin Schnell for the County Engineer's Office; and,

WHEREAS, the Board finds that due and legal notice has been given in the manner and for the length of time required by law, to all owners of land affected by said improvement; and,

WHEREAS, the Board has made an actual view of the proposed improvement on August 21st, 2018 and has heard either in person or by counsel all evidence offered by any owner of land for or against the granting of the proposed improvement, or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, or any application therefore; and,

WHEREAS, the County Engineer's Preliminary Report has determined that the route and termini of the proposed improvement meets the prayer of the petition and that there are no reasonable alternative routes; and,

WHEREAS, the cost of the proposed improvement is less than the benefits derived.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby direct the County Engineer to proceed with the necessary survey for the proposed improvement, perform the necessary engineering calculations, develop the necessary plans for the drainage system and structures including profiles showing the cuttings and gradient of the improvement, create maps showing the location of the land proposed to be assessed and make an estimate of the cost of the construction of the improvement. Then Engineer' Report shall include the actual construction cost estimate, the cost of engineering, and the cost of notices, publication and other incidental expenses; and set proper construction stakes, and perform such other duties as required by Section 6131.14 of the Ohio Revised Code; and,

BE IT FURTHER RESOLVED that the Board does set March 12, 2019 at 9:00 a.m. as the date and time for the filing of the above mentioned County Engineer's Reports.

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

Adopted this
27th day of
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

ABSENT

John N. Bergman

cc: County Engineer

IN THE MATTER OF APPROVING A CONTRACTOR'S PAY REQUEST #6 FROM SHINN BROS., INC. FOR THE AIRPORT DRAINAGE AND UTILITY REHABILITATION PROJECT – DELTA PROJECT NO. 14012 FOR THE NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of September, 2018.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on December 28, 2017, Resolution #17-539, the Board of County Commissioners awarded the bid for the Airport Drainage and Utility Rehabilitation Project Delta Project No. 14012 at the cost of \$748,085.50; plus change order #1 for \$40,603.35 for a total cost of \$788,688.85; and,

WHEREAS, the Board of County Commissioners has now been presented with a Contractor's Pay Request #6 in the amount of \$56,956.29 per the contract documents and per the Final Inspection Meeting held on August 2, 2018 for the Water, Sanitary Sewer and Storm Water Detention Basin portion of the referenced project, Delta Airport Consultants, Inc. has reviewed the pay request #6 Retainage and recommend the 10% retainage currently being withheld for the total project be reduced leaving \$10,000.00 which is approximately 10% of the value of the work remaining to complete the project (automobile parking lot paving).

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #6 for the release of retainage in the amount of \$56,956.29 and reduce the retainage balance to \$10,000.00 and does authorize the execution by the President of the Board of County Commissioners for said Contractor's Partial Pay #6.

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

Adopted this
27th day of
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

ABSENT
John N. Bergman

✓cc: Delta Airport Consultants – Steve Potoczak
✓Shinn Bros. Inc.
✓Airport Manager
✓Airport Authority

IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE
SPECIAL SESSION OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of September, 2018.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

WHEREAS, the Board must set special session on Monday, October 1, 2018 from 8:00 a.m. - 8:15 a.m. to approve the appointment for Auglaize County Recorder, located at the Auglaize County Administration Building, Wapakoneta, Ohio; on or until the conclusion of the business for the purposes stated above.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Monday, October 1, 2018 from 8:00 a.m. – 8:15 a.m. until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special session for said Board; and,

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to The Evening Leader, The Wapakoneta Daily News, The Lima News and The Daily Standard to ensure adequate public notice of these special sessions.

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

Adopted this
27th day of
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, Yes
Don Regula

ABSENT
John N. Bergman

cc: newspapers
✓✓✓

IN THE MATTER OF APPOINTING BRUCE W. SHOWALTER AS A MEMBER TO 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 27th day of September, 2018.

Commissioner Spencer 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 appointment to the Facilities Governing Board; and,

WHEREAS, **Michael Kirkendall**, was appointed by the Board of County Commissioners to serve an initial three (3) year term, beginning October 13, 2016 and ending on October 12, 2019; and

WHEREAS, **Michael Kirkendall**, has submitted his resignation to the Facilities Governing Board effective August 14, 2018; 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 appoint **Bruce W. Showalter** to fill the vacancy of Michael Kirkendall, who shall hold office for the remainder of the unexpired term of Michael Kirkendall, which shall expire on October 12, 2019.

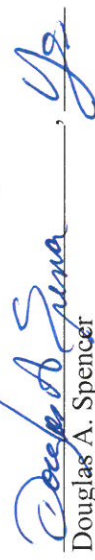
NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Auglaize County, Ohio, as a member County, and with the collective Boards of County Commissioners, does hereby appoint **Bruce W. Showalter** to the Facilities Governing Board of W.O.R.T.H. for a remainder of the unexpired term of Michael Kirkendall, which shall expire on October 12, 2019; and,

BE IT FURTHER RESOLVED, that Clerk of this Board will 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 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
27th day of
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spencer


Don Regula

ABSENT

John N. Bergman

cc: W.O.R.T.H. Center Facility Governing Board
 John N. Leahy, Attorney at Law
Balyeat, Leahy, Daley & Miller LLC

County Commissioners Office
Auglaize County, Ohio
September 27, 2018

No. 18-382

IN THE MATTER OF APPOINTING MELISSA S. DAEGER AS A MEMBER TO 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 27th day of September, 2018.

Commissioner Spencer 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 appointment to the Facilities Governing Board; and,

WHEREAS, **Rachel L. Franklin nka Rachel L. Jones**, was appointed by the Board of County Commissioners to serve an initial three (3) year term, beginning October 12, 2014 and expiring on October 12, 2017; was reappointed for another three (3) year term beginning October 12, 2017 and expiring on October 12, 2020; and,

WHEREAS, **Rachel L. Franklin nka Rachel L. Jones**, has submitted her resignation to the Facilities Governing Board effective March 19, 2018; 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 appoint **Melissa S. Daeger** to fill the vacancy of Rachel L. Franklin nka Rachel L. Jones, who shall hold office for the remainder of the unexpired term of Rachel L. Franklin nka Rachel L. Jones, which shall expire on October 12, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Auglaize County, Ohio, as a member County, and with the collective Boards of County Commissioners, does hereby appoint **Melissa S. Daeger** to the Facilities Governing Board of W.O.R.T.H. for a remainder of the unexpired term of Rachel L. Franklin nka Rachel L. Jones, which shall expire on October 12, 2020; and,

BE IT FURTHER RESOLVED, that Clerk of this Board will 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 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
27th day of
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

ABSENT
John N. Bergman

cc: W.O.R.T.H. Center Facility Governing Board
John N. Leahy, Attorney at Law
Balyeat, Leahy, Daley & Miller LLC

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of September, 2018.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

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

<u>Public Assistance Fund:</u>	
Amount:	From:
\$30,000.00	006.0008.530400 (Equipment)
\$21,000.00	006.0008.530400 (Equipment)
\$ 9,000.00	006.0008.530400 (Equipment)
\$40,000.00	006.0008.530300 (Supplies)
\$35,000.00	006.0008.532800 (Facilities)
\$ 5,000.00	006.0008.532800 (Facilities)
	To:
	006.0008.510200 (Salaries)
	006.0008.536600 (Health Ins.)
	006.0008.538600 (General Relief)
	006.0008.538600 (General Relief)
	006.0008.538600 (General Relief)
	006.0008.536700 (PERS)

Bd. of Commissioners – General Fund:

Amount:	From:	To:
\$ 500.00	001.0402.530301 (Office Supplies)	001.0401.530400 (Equipment)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments 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
27th day of
September, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

ABSENT
John N. Bergman

cc: County Auditor
County Administrator
Auglaize Acres