

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of March, 2013.

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:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
370687	\$ 244.57	CITY OF ST MARYS
370700	\$ 144.00	LIMA MEMORIAL HOSPITAL
370702	\$ 1,318.03	WEST PUBLISHING CORPORATION
370702	\$ 1,226.63	WEST PUBLISHING CORPORATION
370704	\$ 8,375.37	AUGLAIZE INDUSTRIES, INC.
370714	\$ 168.40	NEXTEL COMMUNICATIONS, INC
370722	\$ 244.36	MOBILEX USA
370738	\$ 1,462.49	MILLER'S TEXTILE SERVICES, INC
370741	\$ 505.69	MATTHEW BENDER & CO, INC
370745	\$ 576.00	LEXIS NEXIS
370746	\$ 340.26	LEXIS NEXIS
370752	\$ 143.34	ALCO DISCOUNT STORE #283
370756	\$ 7,254.79	GORDON FOOD SERVICE, INC
370767	\$ 303.00	US BANCORP
370769	\$ 135.98	LYNNE C SKAGGS
370774	\$ 409.79	CHAD KOHLRIESER
370776	\$ 519.36	PRAIRIE FARMS DAIRY
370781	\$12,111.93	CITY OF WAPAKONETA
370783	\$ 2,451.65	ESTATE OF SYLVIA LENGERICH
370787	\$ 1,558.00	MINSTER BANK
370795	\$150,000.00	WOH-WAPAK, LLC

Commissioner Bergman 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  
March, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula *yes*  
Don Regula

John N. Bergman *yes*  
John N. Bergman

Douglas A. Spencer *yes*  
Douglas A. Spencer

cc: County Auditor

**IN THE MATTER OF APPROVING A CERTIFIED MAINTENANCE AGREEMENT WITH PERFECTION GROUP, INC. FOR THE COURTHOUSE, ADMINISTRATION BUILDING AND THE LAW ENFORCEMENT CENTER; AND RATIFYING THE EXECUTION OF SAME.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, a Certified Maintenance Agreement between Auglaize County and Perfection Group, Inc. to provide an on-going maintenance program at the Courthouse, Administration Building and the Law Enforcement Center. The CMA program will be initiated, scheduled, administered, monitored and updated by Perfection Group, Inc.; and,

**WHEREAS**, the service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Perfection Group, Inc.'s own experience. Auglaize County is informed of the programs' progress and results on a continuing basis via a detailed Service Report, presented after each service call for Client's reviews, approval signature and record; and,

**WHEREAS**, the cost of certified maintenance agreement, which commences on February 1, 2013 through June 30, 2016, is \$42,000.00 and payable in advance annually.

**THEREFORE BE IT RESOLVED** that the Board of Auglaize County Commissioners does hereby approve the Certified Maintenance Agreement with Perfection Group, Inc. for the on-going maintenance at the Courthouse, Administration Building and the Law Enforcement Center; and,

**BE IT FURTHER RESOLVED** that the Board ratifies the execution of said Certified Maintenance Agreement by the President of the Board.

Commissioner Bergman 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  
March, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

✓ cc: Perfection Group, Inc.  
Maintenance Supervisor – Rick Bice



**Perfection Group, Inc.**  
***Certified Maintenance Agreement***  
*prepared for:*  
**Auglaize County**

**Proposal Number: AUG COMB  
2013**

**Proposal Date: 02/27/2013**

**By:**

**Perfection Group; Inc.  
2649 Commerce Blvd.  
Cincinnati, OH 45241  
(513) 772-7545**

**And**

**For:**

**Auglaize County  
1051 Dearbaugh Avenue  
Wapakoneta, OH 45895  
Mr. Don Regula  
Mr. Mike Hensley**

*Hereinafter: Perfection Group, Inc.*

*Hereinafter: Customer*

Perfection Group, Inc. will provide the described services attached hereto and made a part of this Agreement in accordance with the Terms and Conditions as set forth on the following pages.

**Agreement Provided:** *Certified Maintenance Agreement*  
**Agreement Location:** **Multiple Locations**  
**Agreement Amount:** **\$42,000.00**

Agreement coverage will commence on 2/1/13. This Agreement is payable in advance in the amount of \$42,000.00 annually , beginning on the effective date of 2/1/13 through 1/31/16.

Perfection Group, Inc. guarantees the price stated in this Proposal for thirty (30) days from proposal date above.

This proposal is the property of Perfection Group, Inc. and is provided for our Customer's use only. This proposal will become a binding Agreement only after acceptance by Customer and approved by an authorized agent of Perfection Group, Inc. as evidenced by their signature(s) below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Perfection Group, Inc. which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other intention not to renew thirty (30) days prior to any anniversary date.

**PERFECTION GROUP, IN C.**

**CUSTOMER**

\_\_\_\_\_  
Signature: Mary Whitt (Sales Representative) Date

\_\_\_\_\_  
Authorized Representative Signature Date

Mr. Don Regula,  
President, Auglaize County Board of Commissioners  
\_\_\_\_\_  
Name & Title (Print/Type)

\_\_\_\_\_  
Approval Signature: Todd Albrecht Date

3-5-13

Proposal Number: AUG COMB 2013

Proposal Date: 02/27/2013

## Perfection Group, Inc. Terms and Conditions

1. Client shall permit and provide Perfection Group, Inc. free, safe, and timely access to all equipment areas. Perfection Group, Inc. will be allowed to start and stop the equipment, as necessary to perform required services. All planned work under this Agreement will be performed during Perfection Group, Inc.'s normal working hours. Any additional equipment (lifts, scaffolds etc.) needed to provide service will be the responsibility of the client, unless otherwise stated in this agreement.
2. In case of any failure to perform its obligations under this Agreement, Perfection Group, Inc.'s liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder; including increased refrigerant taxes and handling charges.
5. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Perfection Group, Inc. may stop all work under this Agreement without notice and/or cancel this agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Excluded from this Agreement, unless otherwise stated herein, is main power service, equipment starters, VFD'S and wiring, equipment structural supports, oil, gas and other storage tanks, cleaning of ductwork interiors and or systems.
7. Any alteration to, or deviation from, this Agreement involving extra work, material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Perfection Group, Inc.'s rates then in effect) over the sum stated in this Agreement.
8. Perfection Group, Inc. will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Perfection Group, Inc. shall permit only their personnel or agents to perform the work included in the scope of this Agreement. Should anyone other than Perfection Group, Inc. personnel perform such work, Perfection Group, Inc. may, at its option, cancel this Agreement or eliminate of equipment from inclusion in this Agreement.
10. In the event Perfection Group, Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay all court costs and Perfection Group, Inc. attorneys' fees incurred.
11. Any legal action against Perfection Group, Inc. relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
12. Perfection Group, Inc. shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Perfection Group, Inc.'s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- ~~13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Perfection Group, Inc., its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable for, regardless of whether it is caused in part by the negligence of Perfection Group, Inc.~~ MKH 2/28/13
14. Customer shall make available to Perfection Group, Inc.'s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Perfection Group, Inc.'s obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Perfection Group, Inc.'s sole obligation will be to notify the Owner of their existence. Perfection Group, Inc. shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
16. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL PERFECTION GROUP, INC. BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
17. This Agreement does not include repairs to the system(s), the provisions for or installation of components or parts, or service calls requested by the Customer. These services when requested will be charged for at Perfection Group, Inc.'s rates then in effect.

Proposal Number: AUG COMB 2013

Proposal Date: 02/27/2013

## **Certified Maintenance Agreement Provided by Perfection Group, Inc. for: Auglaize County**

**Our Certified Maintenance Agreement (CMA) is designed to provide the Client with an on-going maintenance program. The CMA program will be initiated, scheduled, administered, monitored and updated by Perfection Group, Inc..**

**The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Perfection Group, Inc.'s own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Client's review, approval signature and record.**

**PERFECTION GROUP, INC. WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

**-TESTING** for proper operation; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.

**-INSPECTING** for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

**-CLEANING** coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

**-ALIGNING** belt drives; drive couplings; air fins, etc.

**-CALIBRATING** safety controls; temperature and pressure controls, etc.

**-TIGHTENING** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

**-ADJUSTING** belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

**-LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

**Special Services/Provisions for:**  
*Auglaize County*

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**Controls Special Provisions for Law Enforcement Center:**

Direct Digital Control (DDC) System service support including software version upgrades, on-site system calibration, functional testing, telephone support, diagnostics and troubleshooting. Periodic performance reviews of the operating sequence and program are included. Includes up to 24 hours of on and off site (travel inclusive) system and software support. Does not include overtime hours, software full revision upgrades or replacement hardware devices. Additional time spent on replacement hardware, etc. will be billed on a time and material basis with prior approval from Auglaize County.

Perfection will provide Auglaize County with an annual Utility Bill Auditing Program, which involves monitoring of the Detention Center's gas & electric bills. Under this program, Perfection will prepare an annual utility history evaluation and present the before and after findings to Auglaize County.

**Administration Building Special Provisions:**

Includes two (2) each filter changes, water treatment service for the Closed Loop Hot Water System in the Mechanical Room and a one time spring and fall preventative maintenance service on the equipment listed for this location.

**Controls Special Provisions for Administration Building:**

Includes an operational and maintenance support program on the Trane Tracer systems that serves the Auglaize County Administration Building. This control system support agreement will consist of an annual on site system inspection that includes system overview analysis, operational check up, data backup and program analysis. The support agreement also provides remote support (up to eight hours per year) by telephone and/or VNC or VPN connection to the Trane Tracer PC.

**Courthouse Special Provisions:**

Includes three (3) filter changes, water treatment service for the Tower and Heat Pump Loop System, and a spring and fall preventative maintenance service on the equipment listed for this location.

The services above are governed by the terms and conditions of this proposal.

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM PERRYPROTECH TO PURCHASE A CONFERENCE ROOM PHONE FOR THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS' CHAMBERS; AND AUTHORIZING EXECUTION OF PROPOSAL.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, PERRYproTech has submitted a proposal of \$1,193.43 to purchase a Cisco unified 7937G IP Conference Station – 10/100Base-TX – Desktop with Cisco – Microphone (pack of 2) for IP Conference Station 7937G to be used the Auglaize County Board of Commissioners' Chambers.

**THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the proposal to purchase from PERRYproTech in the amount of \$1,193.43 a Cisco conference station phone with the Cisco Microphone (pack of 2) for the Commissioners' Chambers; and,

**BE IT FURTHER RESOLVED** that said Board does authorize Information Technology Manager, Cameron Ruppert, to proceed with the purchase of the conference phone with the microphone (pack of 2) per the proposal in the amount of \$1,193.43.

Commissioner Bergman 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  
March, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula *yes*  
Don Regula

John N. Bergman *yes*  
John N. Bergman

Douglas A. Spencer *Yes*  
Douglas A. Spencer

cc: PERRYproTech  
IT Manager – Cameron Ruppert

**IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

**Microfilm Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 420.00	001.0102.530300 (Supplies)	001.0102.530600 (Contract Services)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustment 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  
5th day of  
March, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

✓cc: County Auditor  
✓Recorder



Green Acres, P.O. Box 53  
Lima, Ohio 45802



Your Lawn Care Specialists

SERVICE RENEWAL AGREEMENT

DATE 2-27-13

FOR: 2013 Season

COMPANY NAME Angelo Co. Administration Bldg. ADDRESS 209 S. Blackhawk St.

CITY Wapakoneta STATE OH. ZIP 45895

PHONE 419-739-6710 COMPANY REPRESENTATIVE Rick Bice

FAX 419-739-6711

PROFESSIONAL LAWN CARE

SCOTT'S PROTURF PROGRAM CONSISTING OF 4 APPLICATIONS..... \$ 50<sup>00</sup>

CORE AERATION (SUGGEST ~~SPRING~~ FALL)..... \$ 70<sup>00</sup>

MOWING (INCLUDES TRIMMING, PAPER PICK UP & BLOWING OFF WALKS)..... \$ —

OPTIONS/MISC. LAWN CARE MERIT PREVENTATIVE GRUB CONTROL & QT<sup>50</sup>

NOTES (may or June)

PROFESSIONAL LANDSCAPE CARE

TREE & SHRUB SPRAY PROGRAM CONSISTING OF — APPLICATIONS..... \$ —  
(PROGRAM INCLUDES FERTILIZATION PLUS INSECT & DISEASE CONTROL)

TRIMMING OF SHRUBS & TREES UNDER 20' TALL (SUGGEST SPRING & FALL)..... \$ —

MULCHING OF LANDSCAPE (3" DARK MULCH (SUGGEST SPRING & FALL)..... \$ —

MULCH MATCH COLOR RESTORE (FALL OPTION)..... \$ —

OPTIONS/MISC. LANDSCAPE CARE

NOTES

\*ALL SERVICES SUBJECT TO STATE SALES TAX\*

SPECIAL PROVISIONS

\* PRICES ARE THE SAME (NO INCREASE) \*

AUTHORIZED SIGNATURE Don Regula DATE 3-5-2013

Don Regula, BOCC President

PLEASE SIGN AND RETURN FOR PROMPT SCHEDULING

KEEP 1 COPY FOR YOUR RECORDS



Call Your Lawn Care Specialists at **1-800-432-0014**

Green Acres, P.O. Box 53  
Lima, Ohio 45802



Your Lawn Care Specialists

**SERVICE RENEWAL AGREEMENT**

DATE 2-27-13

FOR 2013 Season

COMPANY NAME Avoye County Courthouse ADDRESS 201 S. Williams

CITY Wapakoneta STATE Ohio ZIP 45895

PHONE 419-739-6710 COMPANY REPRESENTATIVE RICK BICE

FAX 419-739-6711

**PROFESSIONAL LAWN CARE**

SCOTTS PROTURF PROGRAM CONSISTING OF 4 APPLICATIONS..... \$ 70.00 ea.

CORE AERATION (SUGGEST ~~SPRING~~ FALL)..... \$ 86.00 ea.

MOWING (INCLUDES TRIMMING, PAPER PICK UP & BLOWING OFF WALKS)..... \$      ea.

OPTIONS/MISC. LAWN CARE MERIT GRUB PREVENTATIVE .. \$ 135.00 (MAY or JUNE)

NOTES (TAX EXEMPT)

**PROFESSIONAL LANDSCAPE CARE**

TREE & SHRUB SPRAY PROGRAM CONSISTING OF      APPLICATIONS..... \$      ea.  
(PROGRAM INCLUDES FERTILIZATION PLUS INSECT & DISEASE CONTROL)

TRIMMING OF SHRUBS & TREES UNDER 20' TALL (SUGGEST SPRING & FALL)..... \$      ea.

MULCHING OF LANDSCAPE (3" DARK MULCH (SUGGEST SPRING & FALL)..... \$      ea.

MULCH MAGIC COLOR RESTORE (FALL OPTION)..... \$      ea.

OPTIONS/MISC. LANDSCAPE CARE     

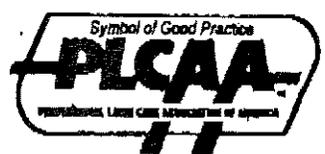
NOTES     

\*ALL SERVICES SUBJECT TO STATE SALES TAX\*

SPECIAL PROVISIONS & PRICES ARE THE SAME "NO INCREASE"

AUTHORIZED SIGNATURE Don Regula DATE 3-5-2013  
Don Regula, BOCC President

PLEASE SIGN AND RETURN FOR PROMPT SCHEDULING  
KEEP A COPY FOR YOUR RECORDS



Call Your Lawn Care Specialists at **1-800-432-0014**

**IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR MARCH.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 5th day of March, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to pay the county's mandated share of Public Assistance for March.

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make the following payment:

**From: 001-0905-533500 – Public Assistance Grant  
Amount: \$ 7,792.50  
To: 006-0400-400101 – Public Assistance**

Commissioner Bergman 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 March, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula  
John N. Bergman, yes  
John N. Bergman  
Douglas A. Spencer, yes  
Douglas A. Spencer

cc: County Auditor  
Jobs & Family Services