

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 14th day of October, 2014.

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>
388034	\$10,170.55	Kogge Plumbing

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

Adopted this
14th day of
October, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula Yes
Don Regula

cc: County Auditor

**IN THE MATTER OF AUTHORIZING AN AMENDMENT TO THE (AUGLAIZE COUNTY) PLAN
MEDICAL REIMBURSEMENT FOR FLEXIBLE SPENDING PURSUANT TO THE INTERNAL
REVENUE SERVICE NOTICE 2013-71.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of October, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has considered an amendment to the (Auglaize County) Cafeteria Plan (Medical Reimbursement) to eliminate the grace period and permit the carryover, effective as of the dates set forth herein.

THEREFORE, BE IT RESOLVED, effective as set forth below, the Plan is amended as follows:

- A. Effective (October 8, 2014), pursuant to the Internal Revenue Service Notice 2013-71, Article IV A is hereby amended to remove the Grace Period option as outlined in Sections 4.01A and 4.02A and allow participants to carry over up to five hundred dollars (\$500.00) of unused Health FSA amounts at the end of the Plan Year. For avoidance of doubt, the carryover of up to \$500.00 does not impact the subsequent maximum Health FSA Participant Salary Reduction amount set by the IRS; and,

BE IT FURTHER RESOLVED that said Amendment be hereto attached and thus be made 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
14th day of
October, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: NGWS – Jeff Smelcer
✓ Deputy Auditor – Lori Yahl



Members:

Douglas A. Spencer
John N. Bergman
Don Regula

Board of County Commissioners
209 S. Blackhoof St. - Room 201
Wapakoneta, Ohio 45895-1972
Phone: 419-739-6710 Fax: 419-739-6711
e-mail: commissioners@auglaizecounty.org

Section 125
Amendment to Eliminate Grace Period and Permit the Carryover

THIS AMENDMENT TO THE (Auglaize County) CAFETERIA PLAN (MEDICAL REIMBURSEMENT) is adopted by (Auglaize County), effective as of the dates set forth herein.

NOW, THEREFORE, effective as set forth below, the Plan is amended as follows:

- A. Effective (October 8, 2014), pursuant to the Internal Revenue Service Notice 2013-71, Article IV A is hereby amended to remove the Grace Period option as outlined in Sections 4.01A and 4.02A and allow participants to carry over up to five hundred dollars (\$500.00) of unused Health FSA amounts at the end of the Plan Year. For avoidance of doubt, the carryover of up to \$500.00 does not impact the subsequent maximum Health FSA Participant Salary Reduction amount set by the IRS.

(Auglaize County)

John N. Bergman
Signature

President, Auglaize County Board of Commissioners
Title

October 14, 2014

Date

SUMMARY OF MATERIAL MODIFICATIONS TO THE SECTION 125 PLAN

This document summarizes important changes to your Section 125 Plan Medical Reimbursement. If you have any questions regarding the changes outlined in this Summary of Material Modifications (“SMM”), you should contact NWGS your Third Party Administrator. Keep a copy of this SMM with your Summary Plan Description for future reference.

Changes to “Use-or-Lose” Rule for Health Flexible Spending Arrangements (“FSAs”)

Effective immediately, and for all future tax years after (October 8, 2014), employees will be allowed to carry over up to \$500.00 of unused FSA amounts for qualified medical expenses incurred during the following year.

In order to take advantage of the carry over, the Plan is required to eliminate the Grace Period provision that allowed employees to use remaining FSA amounts to pay for expenses incurred during the two and half months after the end of the plan year.

IN THE MATTER OF AUTHORIZING THE LEASE OF TWO COPIERS FROM PERRYPROTECH FOR THE COUNTY'S MUNICIPAL COURT OFFICE AND BOARD OF COUNTY COMMISSIONERS' OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of October, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, new copiers are needed for the Municipal Court Office and the Board of Count Commissioners' Office; and,

WHEREAS, PerryproTech was contacted about the lease of said copiers; and,

WHEREAS, it was determined that the Konica Minolta 346e copier/printer/color scanner would best fit the needs of both offices; and,

WHEREAS, a quotation was submitted to the Board of County Commissioners by PerryproTech for the quarterly lease for both copiers for so stated offices in the amount of \$323.00 for said Konica Minolta 346e copier/printer/color 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 quarterly lease of the Konica Minolta 346e copier/printer/color scanner for the Municipal Court Office and the Board of County Commissioners' 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
14th day of
October, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: Perry ProTech
Clerk of Courts – Jean Meckstroth

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 Room 201		
CITY Wapakoneta	STATE OH	ZIP 45895-1901	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
KONMB364e	<input type="checkbox"/>		
KONMB364e	<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 \$	323.00	The lease contract payment ("Payment") period is monthly unless otherwise indicated.		*plus applicable taxes
Payment includes	3,500	B&W Clicks per month	Excess Click Charge billed ^{quarterly} monthly at \$	\$.0095	per B&W click*
Payment includes		Color Clicks per month	Excess Click Charge billed monthly at \$		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
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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	TITLE	DATED
34-6400073	<i>John N. Bergman</i> John N. Bergman	President	10/14/14
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
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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	TITLE	DATE OF DELIVERY
	<i>John N. Bergman</i> John N. Bergman	President	10/14/14

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of October, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, a new copier is needed for the Title Office; and,

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

WHEREAS, it was determined that the Konica Minolta 4050 copier/printer/color scanner would best fit the need of the Title 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 \$74.00 for said Konica Minolta 4050 copier/printer/color scanner to the Board of County Commissioners.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize a 0%, 60 month fair market value lease agreement from PerryproTech and does authorize the monthly lease of the Konica Minolta 4050 copier/printer/color scanner for the Title Office; and,

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

BE IT STILL FURTHER RESOLVED that payment of said copier will be encumbered by the Clerk of Courts.

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

Adopted this
14th day of
October, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO
John N. Bergman
John N. Bergman
Douglas A. Spencer, Yes
Douglas A. Spencer
Don Regula, yes
Don Regula

cc: Perry ProTech
Clerk of Courts – Jean Meckstroth

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 Room 201		
CITY Wapakoneta	STATE OH	ZIP 45895-1901	PHONE (419) 739-6710	FAX (419) 739-6711
BILLING NAME (IF DIFFERENT FROM ABOVE) Clerk of Courts Title Office, 201 S. Millipie Street, Room 043		BILLING STREET ADDRESS		
CITY Wapakoneta	STATE OH	ZIP 45871	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	SERIAL NO.	STARTING METER
KONMB4050	<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 \$	74.00	The lease contract payment ("Payment") period is monthly unless otherwise indicated. *plus applicable taxes	
Payment includes	500	B&W Clicks per month	Excess Click Charge billed monthly at \$	\$.012 per B&W click*
Payment includes		Color Clicks per month	Excess Click Charge billed monthly at \$	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		President	10/14/14
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
34-6400073	John N. Bergman		
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		President	
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

IN THE MATTER OF SELECTING PERRYPROTECH TO OBTAIN THE SWITCH UPGRADES, CISCO PHONE SYSTEM UPGRADE AND VOICE ROUTER REPLACEMENT FOR AUGLAIZE COUNTY; AUTHORIZING THE ORDER FOR SAID UPGRADES AND REPLACEMENT FROM SAID COMPANY; AUTHORIZING THE EXECUTION BY THE PRESIDENT OF THE BOARD TO EXECUTE SAID ORDER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of October, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Ohio Revised Code ("O.R.C.") Section 307.86 provides the general requirement for competitive bidding and the exceptions to competitive bidding; and

WHEREAS, one exception noted in such O.R.C. Section are those provisions provided in O.R.C. Section 9.48; and,

WHEREAS, O.R.C. Section 9.48(D) provides that a political subdivision that is eligible to participate in a joint purchasing program (i.e. state pricing contracts) may purchase supplies or services from another party, instead if the political subdivision can purchase those supplies or services from the other party upon equivalent terms, conditions and specifications but at a lower price. Purchases made under this provision are exempt from any competitive selection procedures required by law; and

WHEREAS, a political subdivision that makes any purchase under the authority of O.R.C. Section 9.48(D) shall maintain sufficient information regarding the purchase to verify that it satisfied the conditions for making a purchase under the paragraph; and,

WHEREAS, O.R.C. Section 2744.01(F) defines political subdivision as a municipal corporation, township, county, school district, or other body and politic responsible for governmental activities in a geographic area smaller that that of the state; and,

WHEREAS, PerryproTech was contacted to submit a quote for switch upgrades, Cisco phone system upgrade and voice router replacement for technology for Auglaize County; and,

WHEREAS, PerryproTech has quoted the total cost for the switch upgrades, Cisco phones and voice router replacement for technology purchase for Auglaize County at \$152,757.69; and

WHEREAS, the Board of County Commissioners has gathered sufficient information regarding the state pricing verification and the state purchasing pricing for the same switch upgrades, Cisco phones and voice router replacement parts is \$191,015.53.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does accept the quotation and does authorize the purchase, from PerryproTech of said switch upgrades, Cisco phone upgrades and voice router replacement for the total amount not to exceed of \$152,757.69; and,

BE IT FURTHER RESOLVED that the Board does hereby authorize the President of the Board to execute said quote from PerryproTech for this purchase.

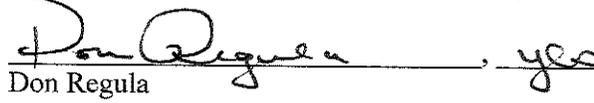
Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
14th day of
October, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


John N. Bergman

 . *Yes*
Douglas A. Spencer

 . *yes*
Don Regula

- ✓ cc: PerryproTech
- ✓ IT Manager – Cameron Ruppert
- ✓ County Administrator

IN THE MATTER OF APPOINTING DAVID REICHELDERFER AS REPRESENTATIVE FOR THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT TO THE ORGANIZATION OF SOLID WASTE DISTRICTS OF OHIO.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of October, 2014.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Solid Waste Management District has been a member of the Organization of Solid Waste District of Ohio (OSWADO) for many years; and,

WHEREAS, David Reichelderfer, Solid Waste Coordinator for the Auglaize County District met with the Board of County Commissioners which acts as the Board of Directors for the Auglaize County Solid Waste Management District, stating that he is willing, as in the past, to act as the District's representative to OSWADO from September 1, 2014 through December 31, 2014.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby appoint David Reichelderfer to serve as the representative to OSWADO on behalf of the Auglaize County Solid Waste Management District.

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

Adopted this
14th day of
October, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: Solid Waste Coordinator – David Reichelderfer