

**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 14th day of April, 2015.

Commissioner Regula 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>
393221	\$12,170.96	Treasurer of State
393222	\$ 102.50	Dave Yost, Ohio Auditor of State
393307	\$50,000.00	Treasurer, State of Ohio
393308	\$22,014.00	Treasurer, State of Ohio
393369	\$160,000.00	Aug Co Treasurer
393376	\$ 342.14	Aug Co Treasurer

Commissioner Bergman 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  
April, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

*Douglas A. Spencer*  
Douglas A. Spencer

*Don Regula*  
Don Regula

*John N. Bergman*  
John N. Bergman

cc: County Auditor

**IN THE MATTER OF ENTERING INTO A MANAGED PRINT SERVICE AGREEMENT AND A PREMIER ADVANTAGE AGREEMENT WITH PERRYPROTECH FOR NUMEROUS PRINTERS IN VARIOUS COUNTY OFFICES; AUTHORIZING THE EXECUTION OF SAID AGREEMENTS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2015.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners (the "Board"), on November 24, 2009 in resolution #09-463 entered into a managed print service agreement for county owned printers with PerryProTech ("Perry") which included maintenance services and base printer ink usages clicks in the amount of 48,782 black and white clicks per month and 809 color clicks per month for county owned printers located in the various county departments as amended from time to time; and,

**WHEREAS**, Perry has submitted a Premier Advantage Agreement and a new Managed Print Service Agreement (the "Agreements"), for the period commencing April 24, 2015 and expiring October 24, 2018 (42 months) which includes the following:

- a refresh of twenty-six (26) printers replacing printers identified by Perry and the County
- the new printers shall include twelve (12) Konica Minolta 4000P B&W Printers, eleven (11) Konica Minolta 4700 B&W printers and two (2) Konica Minolta C3100P
- Perry will continue to provide maintenance services and base printer ink usages for the county owned printers identified in the attached documents in addition to maintenance services and base printer ink usages for the twenty-six (26) new printers
- the base printer ink usage clicks will be increased to 52,250 B&W prints per month and 2,406 color clicks per month
- the base monthly payment is \$1,572.07 for maintenance services and base printer ink usages for approximately sixty-seven (67) printers identified on the attached schedule A (which includes the twenty-six (26) new printers); and

**WHEREAS**, a copy of said Agreements showing terms and fees is attached to this Resolution; and,

**WHEREAS**, all cost associated with the Agreements shall be the responsibility of the Board.

**THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the Agreements for the forty-two (42) months so mentioned above and submitted by PerryproTech, at the terms and conditions so stated in the Agreements; and,

**BE IT FURTHER RESOLVED** that said Agreements between Auglaize County Commissioners and PerryproTech shall be hereto attached and thus become a part of this Resolution; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners does authorize the President of the Board to execute the Agreements and supporting documentation as presented.

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

Adopted this  
14<sup>th</sup> day of  
April, 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: PerryproTech  
✓ County Offices/Departments  
✓ Clerk of the Board

# Managed Print Service Agreement

Client Name: County of Auglaize Contact: Erica Preston  
Phone: 419-739-6710 Fax: 419-739-6711 Email Address: epreston@auglaizecounty.org  
Billing Address: 209 S. Blackhoof St. Wapakoneta, Oh 45895

## Manufacturer & Models - see Schedule A

<b>Service Calls</b> PERRY proTECH will provide all service calls within 6 to 8 hour average response time requested by the customer at no additional charge for labor. Service is to be performed during normal working hours (8:00am to 5:00pm daily) not including Saturdays, Sundays or Holidays. If service is required outside of normal business hours, it can be supplied by special arrangement at a charge.	<b>Parts Replacement</b> There will be no additional charge for replacement parts. This agreement does not include paper or major overhauls. Abuse, accident, theft or damage to the machine due to use of supplies not designated by PERRY proTECH, repairs by someone other than an authorized PERRY proTECH representative, or damage caused by water, fire, heat, environmental conditions are not covered by this agreement.	<b>Contract Coverage</b> This agreement becomes effective upon receipt of a signed contract. It will remain in force for the period indicated in the Managed Print Service Terms & Fees section of this agreement and will be renewed automatically for a one year period at the current rate. PERRY proTECH reserves the right to discontinue service until past due receivables (30 days from invoice) are paid in full.
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This agreement is not transferable to a third party and may not be canceled during its term. If the equipment is traded in on new PERRY proTECH equipment, any portion of the yearly contract agreement shall be prorated and applied toward the maintenance of the new equipment only. Otherwise, there are no refunds, prorated amounts or rebates given. The equipment must be in good working condition on the commencement date of the agreement. PERRY proTECH charges for the parts and labor required to place the equipment in good working condition. The customer will be invoiced at PERRY proTECH current rates.

<b>Items Included:</b> Parts and Labor Circuit Boards Paper feed Rollers Compatible Toners Maintenance Kits Note: at its sole discretion PERRY proTECH may provide a service loaner when needed	<b>Items Not Included:</b> Paper Cassettes Paper and Staples Receiving Trays Panels and Doors Micr Toners
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## Managed Print Service Terms and Fees

Term: 42 Months Effective From: 4/24/15 TO ~~10/24/15~~ 10/24/18  
B/W Monthly Pages Included: 52,250 Color Monthly Pages Included: 2,406  
B/W Overage Billed At: 0.143 Color Overage Billed At: \$ .0829 *DAS*

**Total Monthly Charges: \$ 1,572.07**  
Excess clicks billed quarterly

Customer Acceptance  Douglas A. Spencer, President 4/14/15  
Customer Signature Printed Name/Title Date

PERRY proTECH Acceptance \_\_\_\_\_  
Subject to Acceptance by PERRY proTECH \_\_\_\_\_  
Date \_\_\_\_\_  
Pre-Approval \_\_\_\_\_ Initials \_\_\_\_\_ Date \_\_\_\_\_

PERRY proTECH :: 545 West Market Street Lima, Ohio 45802 :: 419.228.1360 :: perryprotech.com  
1-10-13 v12

This Managed Print Service Agreement ("Agreement") shall become effective upon its acceptance by PERRY proTECH on the date shown on the face hereof.

1. This Agreement base charges are payable in advance on the first day of the coverage period. PERRY proTECH has no obligation to provide any of the services described herein unless the customer is current in all payments to be made to PERRY proTECH under this Agreement or any other agreement, and the equipment lease, if any, relating to the equipment to be serviced.

2. During the term of the Agreement, PERRY proTECH will provide labor services. Labor performed during a service call (excluding: operator error calls), Repair and/or Replacement. Parts-parts necessary to the operation of the equipment will be provided with the exception of receiving trays, cassettes, doors, operation panels and covers, paper and staples, MICR toner. PERRY proTECH repairs will be performed within 3 business days or a service loaner machine will be installed at the site. Toner provided for the agreed print amounts will be based on the manufacturing yields. Additional toner will be charged to the customer at PERRY proTECH's then published pricing. All toners provided under this agreement are compatible toners unless otherwise stated.

3. All services will be performed during normal business hours of 8:00 am to 5:00 pm Monday thru Friday except PERRY proTECH holidays. If service is performed at other times at the customer's request, the customer will be charged PERRY proTECH's then effective billing rate for service.

4. This Agreement shall not apply to service or repairs due to fire, water or other casualty, or to repairs made necessary as a result of moving the equipment or service by personnel other than PERRY proTECH personnel or repeated use of supplies other than those meeting published specifications for the equipment. Separate charges for repair or replacement due to the foregoing shall be paid by the customer at PERRY proTECH's then effective billing rate for parts and labor.

5. When in PERRY proTECH's opinion, shop reconditioning or work beyond the scope of this Agreement is required, PERRY proTECH will submit a cost estimate for such work. If the customer authorizes such work, the customer will be billed for that work.

6. This Agreement covers only the equipment listed on schedule A and does not cover any accessories not listed; it also only covers the equipment while located at the specified location. If the equipment is moved to another location, PERRY proTECH may terminate this Agreement. Customer is required to immediately notify PERRY proTECH upon installation of any additional equipment at Customer's site capable of using Perry supplied toner cartridges. Customer agrees to add this newly installed equipment to the agreement at the appropriate new cost determined by PERRY proTECH.

7. ~~PERRY proTECH may impose a surcharge in the event of any increases in the cost of fuel, utilities, parts and/or supplies. At the end of the first year and once each consecutive twelve-month period we may increase the base charge and coverage charge.~~ Upon expiration of the initial term of this Agreement, this Agreement will automatically renew at the then current rate for successive one (1) year terms unless the Customer provides written notice of non-renewal at least ninety days (90) days before the end of the term. This Agreement may not be otherwise canceled.

8. If any part of a payment is not paid when due, the customer agrees to pay a late charge of 2.0% per month on the unpaid balance. The customer also agrees to pay \$25.00 for each check returned for insufficient funds and \$5.00 processing fee for billings.

9. This program is based upon The PERRY proTECH obtaining accurate monthly meter readings. Failure by Customer to submit accurate and timely meter readings may result in estimates, surcharges, rate increases

and/or cancellation of this program. For efficient and electronic meter readings, PERRY proTECH utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer consents and agrees that meters may be accessed and reported in this manner. When necessary, PERRY proTECH staff will collect meter readings on the customers behalf with at least a quarterly on-site walk-thru.

10. The Customer shall bear all risk of loss of the equipment or loss arising out of its use, PERRY proTECH shall not be liable for any incidental or consequential damage from any cause whatsoever. Neither shall PERRY proTECH be liable for any loss or damage as a result of a delay or failure to furnish service or failure of the equipment to operate properly.

11. The base rate is the monthly fee charged under the terms of this Agreement. The customer agrees to pay a total sum equal to the base rate times the Agreement term. The customer may not cancel this Agreement. In the event of default by customer, PERRY proTECH may accelerate the payments due under the terms of this Agreement and/or exercise any other rights granted by law.

12. This Agreement shall be governed by Ohio State law. If this Agreement is placed in the hands of an attorney for collection, customer shall be liable for all attorney's fees and costs of collection. Venue shall be in Allen County, Ohio.

13. If the customer initiates a service call for correction of a problem related to the customer's computer network, the customer will be charged PERRY proTECH's then effective billing rate for that call.

14. 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.

15. To provide maximum operation of your equipment, PERRY proTECH may inventory, at your location, a maximum of 30 days toner cartridges and supplies for each piece of equipment. Inventory toner cartridges and supplies are the property of PERRY proTECH and must be returned at the conclusion of our Managed Print Services Agreement. Customer agrees that failure to return any toner cartridges shall result in a charge in the amount of the full yield of each unreturned cartridge at the average rate listed.

16. This Agreement constitutes the whole agreement between PERRY proTECH and the customer and may be amended only in writing signed by PERRY proTECH and the customer.

17. This Agreement may not be assigned by the customer.

18. Other than the obligations set forth herein, PERRY proTECH DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, 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 OF PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.

Customer must sign below that they have read and agreed to the terms above.

  
CUSTOMER ACCEPTANCE DATE 4/14/15

Revised 4/4/14 Douglas A. Spencer

PERRY proTECH :: 545 West Market Street Lima, Ohio 45802 :: 419.228.1360 :: perryprotech.com  
1-10-13 v12



# Premier Advantage Agreement

KONICA MINOLTA

APPLICATION NUMBER

AGREEMENT NUMBER

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your refer to the customer (and its guarantors). The words Lessor, we, us and our refer to Konica Minolta Premier Finance, a program offered through Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates, in which the Supplier listed below participates under this Agreement.

### CUSTOMER INFORMATION

FULL LEGAL NAME  
**County of Auglaize**

STREET ADDRESS  
**209 S Blackhoof St Room 201**

CITY STATE ZIP PHONE FAX  
**Wapakoneta OH 45895- (419) 739-6710**

BILLING NAME (IF DIFFERENT FROM ABOVE) BILLING STREET ADDRESS

CITY STATE ZIP E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

### SUPPLIER INFORMATION

NAME OF SUPPLIER  
**PERRY proTECH, Inc.**

STREET ADDRESS  
**545 West Market Street**

CITY STATE ZIP PHONE FAX  
**Lima OH 45801 (419) 228-1360 (419) 224-8128**

### MAKE/MODEL NO./ACCESSORIES

- 11 – KONPB4000P Printers
  - 12 – KONPB4700P Printers
  - 2 – KONPCC3100P Printers
  - 1 – KONMB4050 MFP
- SERIAL NO. STARTING METER**

\*\*\*\*\* SEE ATTACHED SCHEDULE A \*\*\*\*\*

### TERM AND PAYMENT SCHEDULE

42 (mos.)	Monthly Payments of \$ <b>1,572.07</b> <i>(plus applicable taxes)</i>	Security Deposit \$ <b>NA</b> <i>(plus applicable taxes)</i>
	Payment includes 52,250 B&W pages per month	Overages billed quarterly at \$.0143 per B&W page
	Payment includes 2,406 Color pages per month	Overages billed quarterly at \$.0829 per Color page

**END OF LEASE OPTIONS:** You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

### LESSOR ACCEPTANCE

DATED LESSOR  
**Konica Minolta Premier Finance**

SIGNATURE

### CUSTOMER ACCEPTANCE

DATED FULL LEGAL NAME OF CUSTOMER (as referenced above) TITLE  
**County of Auglaize** **President**

SIGNATURE  
**X Douglas A. Spencer**

PRINT NAME  
**Douglas A. Spencer**

FEDERAL TAX I.D.#

### GUARANTY

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against you before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR  
**X**

SIGNATURE (NO TITLES) DATED

See reverse side for additional terms and conditions



**KONICA MINOLTA**

**Schedule "A"**

APPLICATION NUMBER

AGREEMENT NUMBER

This Schedule "A" is to be attached to and become part of the Item Description for the Agreement dated \_\_\_\_\_ by and between the undersigned and **Konica Minolta Premier Finance**.

**MAKE/MODEL NO./ACCESSORIES**

**SERIAL NO. STARTING METER**

1 - KONPB4000P	
1 - KONPB4000P	
1 - KONPB4000P	
1 - KONPB4000P	
1 - KONPB4000P	
1 - KONPB4000P	
1 - KONPB4000P	
1 - KONPB4000P	
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1 - KONPB4700P	
1 - KONPB4700P	
1 - KONPB4700P	
1 - KONPB4700P	
1 - KONPB4700P	
1 - KONPCC3100P	
1 - KONPCC3100P	
1 - KONMB4050 MFP	

**LESSOR ACCEPTANCE**

\_\_\_\_\_

**Konica Minolta Premier Finance** LESSOR

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ TITLE

**CUSTOMER VERIFICATION**

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

\_\_\_\_\_ DATED

**County of Auglaize** FULL LEGAL NAME OF CUSTOMER

*[Signature]* SIGNATURE

**President** TITLE

**Douglas A. Spencer** PRINT NAME



**KONICA MINOLTA**

**Schedule "A"**

APPLICATION NUMBER

AGREEMENT NUMBER

This Schedule "A" is to be attached to and become part of the Item Description for the Agreement dated \_\_\_\_\_ by and between the undersigned and **Konica Minolta Premier Finance**.

**MAKE/MODEL NO./ACCESSORIES**

**SERIAL NO. STARTING METER**

1 - HP 3055 (CUSTOMER OWNED)		
1 - HP 2420 (CUSTOMER OWNED)		
1 - HP 3055 (CUSTOMER OWNED)		
1 - HP 3005 (CUSTOMER OWNED)		
1 - HP 2200 (CUSTOMER OWNED)		
1 - HP 1320 (CUSTOMER OWNED)		
1 - HP 1505 (CUSTOMER OWNED)		
1 - HP 2035 (CUSTOMER OWNED)		
1 - HP 3005 (CUSTOMER OWNED)		
1 - HP 2015 (CUSTOMER OWNED)		
1 - HP 2015 (CUSTOMER OWNED)		
1 - HP 3015 (CUSTOMER OWNED)		
1 - HP 2055 (CUSTOMER OWNED)		
1 - HP 3015 (CUSTOMER OWNED)		
1 - HP 4014 (CUSTOMER OWNED)		
1 - HP 3015 (CUSTOMER OWNED)		
1 - HP 2727 (CUSTOMER OWNED)		
1 - HP 2727 (CUSTOMER OWNED)		
1 - HP 1522 (CUSTOMER OWNED)		
1 - HP 1522 (CUSTOMER OWNED)		
1 - HP 401 (CUSTOMER OWNED)		
1 - HP 425 (CUSTOMER OWNED)		
1 - HP 3015 (CUSTOMER OWNED)		
1 - HP 3005 (CUSTOMER OWNED)		
1 - HP 3005 (CUSTOMER OWNED)		

**LESSOR ACCEPTANCE**

**Konica Minolta Premier Finance**

SIGNATURE

TITLE

**CUSTOMER VERIFICATION**

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

**X Douglas A. Spencer**

President

DATED FULL LEGAL NAME OF CUSTOMER

SIGNATURE

TITLE

Douglas A. Spencer

PRINT NAME





# PERRYPROTECH

Documents, Networks, Systems, Services.

545 West Market Street  
 Lima, Ohio 45802-0809  
 www.perryprotech.com  
 Phone: (419) 228-1360  
 Email: perry@perryprotech.com

Ft. Wayne, Indiana  
 Toledo, Ohio  
 Mansfield, Ohio  
 Findlay, Ohio  
 Phone: (260) 483-6064  
 Phone: (419) 475-9030  
 Phone: (419) 529-8006  
 Phone: (419) 423-3737

## INVOICE #

Customer:  Special  High  Medium  Low  
 Equipment:

New Customer      SIC Code \_\_\_\_\_  
 Tax exempt        Tax ID # \_\_\_\_\_  
 Credit memo \_\_\_\_\_  
 PO# equipment      Install \_\_\_\_\_  
**Returns:**  
 Equipment sale     Equipment  
 National account  National account  
 Trial  Trial  
 Service loaner     Service loaner  
 Rental/CPC         Rental

SHIP TO 100081      BILL TO

Name: Auglaize County Offices      Contact: Esther  
 Address: 209 S Blackhoof St Room 201  
 City: Wapakoneta                      (419) 739-6710  
 State: OH                                (419) 738-4713  
 Zip: 45895-1901                        Auglaize County

Name: Auglaize County Commisioners      State: Oh  
 Address: 209 S Blackhoof St.                      Zip Code: 45895  
 City: Wapakoneta                                      Phone: 419-739-6710

Quantity	Product #	Description / Serial #	Unit Price	Total
12	HK1N0M	Konica Minolta Bizhub 4000P Printers		
11	HK1N0J	Konica Minolta Bizhub 4700P Printers		
2	HKVN03	Konica Minolta C3100P Printers		
			Inst / Removal	
			Sub Total	
			Tax	
			Total	
			Deposit -	
			Balance Due	

Comments: MPS PROGRAM

Sales are considered final upon the approval of the PERRY proTECH corporate office. Title to this merchandise remains in vendor name until completely paid for. Terms: net cash 30 days-no discount. 2% per month finance charge on overdue accounts. No returns without advance authorization.

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


G.M.A. Bill To: \_\_\_\_\_ TERM: Monthly

### MAINTENANCE AGREEMENT

T.U.F. coverage, excludes paper and staples      All parts excluding drums, photoreceptors and consumables

Maintenance Base			Click Overages					
Type	PGM Type	Product #	Base Charge	Click Allowance	Product #	Rate	Meter	Start Date
B&W				52,250		\$ .0143		
Color				2,406		\$ .0829		
Scan								
Other								
Comments								

Customer declines benefits of maintenance programs \_\_\_\_\_ (initial)      New contract       Renewal   
 The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement. No change, alteration or amendment of the terms or conditions of this agreement are authorized or effective unless they have been agreed to in writing by an officer of PERRY proTECH.

Customer Acceptance:       Date: 4/14/15  
 Sales Managers Approval: \_\_\_\_\_      Corporate Approval: \_\_\_\_\_      PERRY proTECH Representative: Charlie Ellerbrock      Rep#: 105A58





KONICA MINOLTA

NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. \_\_\_\_\_ between Konica Minolta Premier Finance, Lessor

And County of Auglaize \_\_\_\_\_, Lessee  
(Full Legal Name of Lessee)

Dated: \_\_\_\_\_

FOR MUNICIPALITIES ONLY

- A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and
- (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and
- (3) That the equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.
- (4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.
- B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.
- C. NON APPROPRIATION: In the event you are in default under the Agreement because:
  1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
  2. Such non-appropriation did not result from any act or failure to act of you;
  3. You have exhausted all funds legally available for all payment due under the Agreement; and
  4. There is no other legal procedure by which payment can be made to Lessor.
 Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph C-1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter; and (c) you do not directly or indirectly purchase, rent or in any way acquire any services or Equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Lessor, at your expense, Lessors remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given, retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement, this \_\_\_\_\_ day of \_\_\_\_\_

LESSOR ACCEPTANCE

DATED \_\_\_\_\_ LESSOR **Konica Minolta Premier Finance** SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

CUSTOMER ACCEPTANCE

DATED \_\_\_\_\_ FULL LEGAL NAME OF CUSTOMER **Cou nty of Auglaize** SIGNATURE *X Douglas A Spence* TITLE **President**

**34-6400073** FEDERAL TAX I.D.# **Douglas A. Spencer** PRINT NAME

25201 - 02/11/2009

**IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE BIDS FOR THE PURCHASE OF TREATED BULK ROCK SALT TO BE USED ON THE COUNTY ROADWAYS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 14th day of April, 2015.

Commissioner *Reinhart* moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, County Engineer, Doug Reinhart informed the Board that it is a good time of year to solicit for bids for the purchase of salt to be used by the County Highway Dept.; and,

**WHEREAS**, Engineer Reinhart requested that the Board set a date and time to receive bids for the purchase of treated bulk rock salt.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby set May 12, 2015 at 2:00 p.m. as the date and time to receive and publicly open bids for the purchase of above mentioned treated bulk rock salt for the Highway Department; and,

**BE IT FURTHER RESOLVED** that the Board authorizes County Engineer Reinhart to proceed with the necessary legal steps to cause said bid opening.

Commissioner *Bergman* 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  
April, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

<u><i>Douglas A. Spencer</i></u>	<u><i>yes</i></u>
Douglas A. Spencer	
<u><i>Don Regula</i></u>	<u><i>yes</i></u>
Don Regula	
<u><i>John N. Bergman</i></u>	<u><i>yes</i></u>
John N. Bergman	

cc: County Engineer - Doug Reinhart

**IN THE MATTER OF DOCUMENTING THE QUOTES AND AUTHORIZING THE ACQUISITION OF THE 2015 CDBG VILLAGE OF CRIDERSVILLE TOWER PARK SHELTER MATERIALS/EQUIPMENT FROM DAVID WILLIAMS & ASSOCIATES, INC.; USING THE F.Y. '14 CDBG ALLOCATION GRANT FUNDING.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 14th day of April, 2015.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners allocated the following sum from the F.Y. 2014 Community Development Block Grant (CDBG) Allocation Funds, appropriated \$19,600.00 to be used by Village of Cridersville Tower Park Improvements Project; and,

**WHEREAS**, the Board of County Commissioners set the date and time to receive quotations, Resolution #15-116, April 2, 2015 at 2:00 p.m. for the 2015 FY'14 CDBG Village of Cridersville Tower Park Shelter Materials/Equipment Quotes; and,

**WHEREAS**, three quotes were received by Erica L. Preston, County Administrator:

David Williams & Associates, Inc.	Shelter Material	(6) tables
Service Supply LTD, Inc.	\$16,860.00	\$3,840.00
Miracle Midwest	\$22,605.00	\$4,566.00
	\$26,650.00	\$4,850.00; and,

**WHEREAS**, the Village of Cridersville Administrator, Jarid Kohrieser, was given the quotes for his review and comparison and Jarid Kohrieser submitted a letter of recommendation with the low and most responsive quote being that from David Williams & Associates, Inc. be the quote selected for a total cost of \$20,700.00 for the 2015 FY'14 CDBG Tower Park Shelter Materials/Equipment with CDBG funds; and,

**WHEREAS**, the Supplier Eligibility Verification for the recommended supplier was performed on the Internet on this date, confirming that said supplier is not debarred from federal projects.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby accept the recommendation as mentioned above and does award the purchase of shelter material/equipment and six (6) tables for the Village of Cridersville Tower Park Shelter Materials/Equipment Quotes to David Williams & Associates, Inc.; FY 2014 CDBG Allocation Program funding will be used to complete the acquisition of this material/equipment and tables; and,

**BE IT FURTHER RESOLVED** that Village of Cridersville does assume the responsibility of payment of \$1,100.00, same being over the \$19,600.00 FY14 CDBG Allocation Grant funding.

Commissioner Bergman 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  
April, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer  
Douglas A. Spencer

Don Regula  
Don Regula

John N. Bergman  
John N. Bergman

cc: Poggemeyer Design Group – Gayle Flaczynski  
Village of Cridersville – Jarid Kohrieser  
BOCC Clerk – Esther Leffel

County Commissioners' Office  
Auglaize County, Ohio  
April 14, 2015

No 15-169

**IN THE MATTER OF AUTHORIZING A HOUSING REHABILITATION PROJECT UNDER THE C.H.I.P. PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 14th day of April, 2015.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners did receive a \$400,000.00 grant through the State of Ohio's Comprehensive Housing Improvement Program for the acquisition & rehabilitation of housing units within the County; and

**WHEREAS**, the following home repair project is ready to proceed:

Applicant: Elizabeth Weitzel                      107 Bayshore Ct., St. Marys, Ohio  
Project Cost: \$10,790.00                              (CDBG Funds)  
Contractor: Heise General Contracting LLC

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby authorize the housing project as noted 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 14th day  
of April, 2015

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, ye  
Douglas A. Spencer

Don Regula, ye  
Don Regula

John N. Bergman, ye  
John N. Bergman

cc: Gayle Flaczynski – Poggemeyer Design Group  
BOCC Clerk – Esther Leffel